

## AT&T Consumer Service Agreement (Prior to September 17, 2022)

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Welcome to AT&T!

### General Terms

Your AT&T Consumer Service Agreement ("Agreement") includes the terms and conditions for our products and services. By activating, using, or paying for any of these products or services, you're accepting and agree to be bound by this Agreement. If you don't agree, contact us immediately to cancel your order and/or service and return any products.

**Please read this Agreement carefully. It requires us to resolve disputes through arbitration on an individual basis rather than jury trials or class actions. It also governs how we handle your information, including information related to your AT&T Account and your location.**

The products and services covered by this Agreement are generally for consumer and certain small business use. If you intend to use them for any other purpose, it's up to you to make sure that use is expressly permitted by your Agreement with us. This Agreement generally limits our liability to you to a refund of what you paid us for the applicable AT&T product or service during the period in which you're experiencing issue, up to a maximum of 24 months.

Heads up: You are responsible for how you choose to use the products and services you purchase from us. **We can't guarantee the security of your AT&T Account, the internet, any third party-services you may choose to use or interact with through the services we provide, or any third-party devices or equipment you may choose to use to access our services. Please be careful with your personal information and online safety.**

### 1.1 Our Agreement

The AT&T affiliated companies, assignees and successors ("AT&T") offer many products and services. This Agreement contains the terms and conditions for the products and services listed below ("AT&T Services" or "Services"), including a set of universal terms ("General Terms") and specific product terms ("Service Terms"). You are bound by the General Terms and the Service Terms for each AT&T Service you purchase or use. In addition, your Agreement incorporates and includes AT&T's Privacy Policy (located at [att.com/privacy](http://att.com/privacy)), Acceptable Use Policy (located at [att.com/legal/terms.aup.html](http://att.com/legal/terms.aup.html)), and any other documents specifically referenced in the applicable Service Terms. In the event of a conflict between the General Terms and the applicable Service Terms, the Service Terms control.

If you are an existing customer, this Agreement replaces the Wireless Customer Agreement, Terms of Service and Plan Terms for AT&T PREPAID, Data Services Agreement, AT&T Phone terms of service (VOIP), Fixed Wireless Service Terms, and AT&T Internet Terms of Service.

Please use the links below to view the General Terms and Service Terms for your products and services:

- [General Terms](#)
- [AT&T Wireless Service](#) (including FirstNet Subscriber Paid User services)
- [AT&T Phone](#)
- [AT&T Internet Service](#) (including AT&T Fiber, AT&T Internet, AT&T Fixed Wireless, AT&T Wireless Home Internet and AT&T DSL)

### 1.2 Your AT&T Account and Account Access

You may need to set up one or more accounts ("AT&T Account" or "Account") in order to purchase or use products and AT&T Services. You are responsible for ensuring that any information you provide us in connection with your AT&T Accounts, including contact information and billing information, is accurate and remains current.

You are responsible for any activity that occurs on or through your AT&T Accounts. We do not guarantee the security of your AT&T Accounts, so please ensure that your credentials for accessing or using your Accounts, such as your passwords, personal identification numbers, social security number, or other personal information are secure. If you learn of any unauthorized use of any AT&T Account for any AT&T Service, please contact us immediately. The phone number for your AT&T Service may be found at [att.com/contactus/index.html](http://att.com/contactus/index.html).

You may be able to authorize designated individuals (such as family members) to act on your behalf in managing your AT&T Accounts, including changing or adding to your AT&T Services ("Authorized Users"). You are responsible for all actions and changes made by such Authorized Users, including purchases of products and additional AT&T Services. If you are not present or do not identify yourself when an AT&T Service is installed, you authorize any adult present to act on your behalf, including to accept any related agreements required to install or activate your AT&T Services. Further, you expressly authorize us to provide information about and make changes to your AT&T Accounts (as well as to perform any credit checks on you that we deem appropriate to implement the changes or respond to questions) upon the direction of any person who provides information sufficient to identify you, even if this person has not been designated as an Authorized User. In addition, you agree that all users of your AT&T Services, regardless of whether designated as Authorized Users (and including minors), are subject to the limitations and obligations of this Agreement, including its arbitration provision and privacy policy. It is your duty to inform them of their limitations and obligations and to make this Agreement available to them.

You may have previously been given the option to combine credentials to log onto some AT&T Accounts and/or other AT&T or third-party accounts. In AT&T's sole discretion, AT&T may end single sign on and separate your Account credentials.

### 1.3 Dispute Resolution by Binding Arbitration

**Please read this carefully. It affects your rights.**

#### 1.3.1 Summary

Our customer-service department can resolve most customer concerns quickly and to the customer's satisfaction. Please visit [att.com/contactus/index.html](http://att.com/contactus/index.html) to contact the customer-service team for your AT&T Service. **In the unlikely event that you are not satisfied with customer service's solution (or if we haven't been able to resolve a dispute between us after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.**

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, AT&T will be responsible for all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than the value of what AT&T offered you to settle the dispute.

### 1.3.2 Arbitration Agreement

**1.3.2.1 Claims Subject to Arbitration:** AT&T and you agree to arbitrate all disputes and claims between us, except for claims arising from bodily injury or death. This arbitration provision is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before the existence of this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "AT&T," "you," and "us" include our respective predecessors in interest, successors, and assigns, as well as our respective past, present, and future subsidiaries, affiliates, related entities, agents, employees, and all authorized or unauthorized users or beneficiaries of AT&T Services or products under past, present, or future Agreements between us. Notwithstanding the foregoing, either party may bring an action in small claims court seeking only individualized relief, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction. This arbitration provision does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and AT&T are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

**1.3.2.2 Pre-Arbitration Notice of Dispute:** A party who intends to seek arbitration must first send to the other party a written Notice of Dispute ("Notice"). You may download the Notice form at [att.com/arbitration-forms](http://att.com/arbitration-forms). The Notice to AT&T may be sent by U.S. mail or professional courier service to Legal Department - Notice of Dispute, AT&T, 208 S. Akard, Office #2900.13, Dallas, Texas 75202 (the "Notice Address"), or, alternatively, submitted electronically by following the instructions at [att.com/noticEOFdispute](http://att.com/noticEOFdispute). The Notice must include all of the information requested on the Notice form, including: (a) your name; (b) your Account number; (c) the services (if any) to which your claim pertains; (d) a description of the nature and basis of the claim or dispute; (e) an explanation of the specific relief sought and the basis for the calculations; (f) your signature; and (g) if you have retained an attorney, your signed statement authorizing AT&T to disclose your confidential Account records to your attorney if necessary in resolving your claim.

If AT&T and you do not reach an agreement to resolve the claim within 60 days after the Notice is received, you or AT&T may commence an arbitration proceeding. (If either you or we send the other an incomplete Notice, the 60-day period begins only after a complete Notice is received.) You may download a form to initiate arbitration at [att.com/arbitration-forms](http://att.com/arbitration-forms). In addition, information on how to commence an arbitration proceeding, including how to file a consumer arbitration online, is currently available at [adr.org/support](http://adr.org/support). A copy of the arbitration demand must be sent to the Notice Address listed above.

**1.3.2.3 Arbitration Procedure:** The arbitration will be governed by the then-current Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable, another arbitration provider shall be selected by the parties or, if the parties cannot agree on a provider, by the court.) The AAA Rules are available online at [adr.org](http://adr.org) or may be requested by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [att.com/arbitration-information](http://att.com/arbitration-information).) All issues are for the arbitrator to decide, except issues relating to the scope and enforceability of the arbitration provision or whether a dispute can or must be brought in arbitration are for the court to decide. The arbitrator may consider rulings in other arbitrations involving different customers, but an arbitrator's ruling will not be binding in proceedings involving different customers. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator or through a telephonic, videoconference, or in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the relief, if any, to which you or AT&T is entitled. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which his or her decision is based. Except as provided in subsection 1.3.2.6 below, the arbitrator can award the same damages and relief that a court can award under applicable law.

**1.3.2.4 Arbitration Fees:** If AT&T initiates arbitration or if you initiate arbitration of claims valued at \$75,000 or less, AT&T will pay all AAA filing, administration, case-management, hearing, and arbitrator fees, so long as you have fully complied with the requirements in section 1.3.2.2 for any arbitration you initiated. In such cases, AT&T will pay the filing fee directly to the AAA upon receiving a written request from you at the Notice Address or, if the AAA requires you to pay a filing fee to commence arbitration, AT&T will promptly reimburse you or arrange for the AAA to reimburse you for the filing fee and will remit the filing fee to the AAA itself. If you seek relief valued at greater than \$75,000, the payment of the AAA filing, administration, case-management, hearing, and arbitrator fees will be governed by the AAA rules. In addition, if the arbitrator finds that either the substance of your claim or the relief sought in the arbitration demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

**1.3.2.5 Alternative Payment and Attorney Premium:** If you fully complied with the requirements above in subsection 1.3.2.2 and the arbitrator issues an award in your favor that is greater than the value of AT&T's last written settlement offer made before the arbitrator was selected, then AT&T will:

- pay you the amount of the award or \$10,000 (the "Alternative Payment"), whichever is greater; and
- pay the attorney you retained, if any, twice the amount of attorneys' fees reasonably incurred and reimburse any reasonably incurred expenses (including expert witness fees and costs) that your retained attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration (the "Attorney Premium").

If AT&T did not make a written offer to settle the dispute before the arbitrator was selected, you and your attorney will be entitled to receive the Alternative Payment and the Attorney Premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may resolve disputes and make rulings as to the payment and reimbursement of attorneys' fees, expenses, the Alternative Payment, and the Attorney Premium upon request from either party made within 14 days of the arbitrator's ruling on the merits. In assessing whether an award that includes attorneys' fees and expenses is greater than the value of AT&T's last written settlement offer, the calculation shall include only the portion of the award representing attorneys' fees and expenses that you reasonably incurred pursuing the arbitration through the date of AT&T's settlement offer.

The right to the Attorney Premium supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover both the Attorney Premium and a duplicative award of attorneys' fees or expenses. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award unless you have retained an attorney and one or more of your claims is determined to be frivolous or brought for an improper purpose.

**1.3.2.6 Requirement of Individual Arbitration:** The arbitrator may award relief (including, but not limited to, damages, restitution, declaratory relief, and injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's or entity's claims and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief; class, representative, and private attorney general claims; and consolidation is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated.

**1.3.2.7 Future Changes to Arbitration Provision:** Notwithstanding any provision in this Agreement to the contrary, if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address), you may reject any such change by sending us written notice via U.S. Mail within 30 days of the change to Legal Department – Revised Arbitration Opt-Out, AT&T, 208 S. Akard, Office #2900.13, Dallas, Texas 75202. By rejecting any future change, you are agreeing that you will arbitrate any dispute between you and AT&T in accordance with the language of this version of the arbitration provision.

**1.3.2.8 Puerto Rico Customers:** For Puerto Rico customers, all references to "small claims court" in this arbitration provision should be understood to mean the Puerto Rico Telecommunications Regulatory Board.

#### **1.4 How We May Contact You**

You understand and agree that on occasion it may be necessary that we contact you regarding your Accounts, your AT&T Services, and additional products and services that we, our affiliates, assignees, successors, or third parties may offer. Accordingly, you agree that AT&T and its current and future affiliates, assignees, successors, agents, and outside collection agencies may contact you using any method that you provide to any current or future AT&T affiliate, agent, assignee, successor, or outside collection agency, including by phone, mail, email, text message (SMS/MMS), RCS chat, push notifications, or other medium, as well as by including messages on or inserts with bills for your AT&T Services. You agree that notices provided to you using any of these methods are sufficient to be deemed to be received by you. You further agree that any calls or messages sent to numbers you provide us or our current or future affiliates, agents, assignees, successors or outside collection agencies (including wireline or wireless numbers) may be sent using an automatic telephone dialing system or artificial or prerecorded voices, and that you cannot revoke your consent to be contacted in this manner.

You agree to contact us promptly if any contact number we have for you has changed. You also agree that we can send you email or other electronic messages by any means, including an automated system that sends preset messages.

**Please do not overlook the important messages section of your bill.** Bill messages and inserts are a keyway we share information with you. If you have online billing, you are deemed to have received those notices when your online bill is available for viewing. If you get a paper bill, you are deemed to have received those notices three days after we mail the bill to you.

Communications from AT&T or its current or future affiliates, agents, assignees or successors or outside collection agencies may include emergency alerts, communications regarding payments or past-due balances, and information concerning promotions regarding any AT&T Service or by our third-party partners regarding their products or services. You are not required to agree to receive promotional communications to purchase any AT&T Services. You can unsubscribe from promotional emails, calls, or messages by following the unsubscribe options in the promotional communication itself or in the AT&T Privacy Policy.

For more information about your rights and choices regarding how we communicate with you, please visit [att.com/sites/privacy\\_policy/rights\\_choices](https://att.com/sites/privacy_policy/rights_choices).

#### **1.5 Termination or Suspension of AT&T Services**

You may cancel or terminate one or more of your AT&T Services at any time. If you want to cancel an AT&T Service, please contact the customer-service department for that AT&T Service. The phone number may be found by visiting [att.com/contactus/index.html](https://att.com/contactus/index.html) or, for FirstNet individual users, [firstnet.com](https://firstnet.com). If you cancel an AT&T Service, you might lose any discounts you obtained from bundling together AT&T Services. And some of your remaining AT&T Services may not work (or work the same way) after the cancellation of one of the bundled services.

AT&T reserves the right to modify, suspend, or discontinue any function or feature of any AT&T Service, including your rates or charges, or to terminate your AT&T Service entirely, for any reason, which may include, but is not limited to:

- any misconduct by you or any user of your AT&T Services (as defined below);

- compliance with an order by a state or federal agency, court, or arbitrator; and
- any interruption or loss of either your or AT&T's rights to access any part of the network facilities required to provide your services, including the interruption or loss of any rights to access the land or buildings in which the facilities are located;

Misconduct includes but is not limited to the following conduct by you or any user or your AT&T Services:

- any conduct that we believe violates this Agreement or AT&T's Acceptable Use Policy;
- any conduct that involves the use of abusive, threatening, or unreasonable conduct toward any of our employees or representatives, whether in person, over the phone, or in writing;
- any abusive, fraudulent, or unlawful use of any AT&T Services;
- providing us with false or misleading information about you, users of your AT&T Services, or your or their use of AT&T Services, including inaccurate information related to your creditworthiness;
- any use of AT&T Services in a manner that negatively affects our or others' networks, customers, or operations, or that infringes anyone's intellectual property rights, violates others' privacy, generates spam or abusive messaging or calling, or results in the publication of threatening, offensive, or illegal materials;
- any reselling of AT&T Services (including selling of use of or access to AT&T Services);  
and
- any failure to make all required payments when due or to maintain sufficient amounts on deposit or pay another form of credit security, as well as any change that we determine creates a risk of non-payment (such as a deterioration in your creditworthiness).

Regardless of the reason or whether your or we terminate your AT&T Services:

- unless required by applicable law, there is no proration of charges and you are still responsible for the full month's payment even if your AT&T Services are terminated in the middle of a billing cycle;
- any Account balance or unused portion for the terminated AT&T Service (such as a prepaid service) will not be refunded or credited back;
- your licenses to use any software associated with the terminated AT&T Service are terminated;
- you are obligated to return any Equipment, as defined in this Agreement, associated with the terminated AT&T Service; and
- AT&T reserves the right to delete any data, files, or other information associated with you or your AT&T Account or terminated AT&T Services.

In addition, if you haven't yet satisfied a commitment to maintain service or programming for a particular length of time and either you cancel an AT&T Service or we terminate it for misconduct, you will be subject to any applicable early-termination fee pursuant to subsection 1.9.6.

If any of your AT&T Services are suspended, you are still responsible for paying any applicable charges for that AT&T Service.

#### **1.6 Disclaimer of Warranties**

Other than as expressly set out in these General Terms or the applicable Service Terms, AT&T Services are provided on an "as is" and "as available" basis, without warranties or guaranties of any kind. To the greatest extent permitted by law, AT&T and its parents, subsidiaries, and affiliates, and their past, present, and future officers, employees, agents, partners, licensors, successors, and assigns, expressly disclaim all warranties of any kind, whether oral, express, implied, or statutory, including but not limited to the implied warranties of title, merchantability, fitness for a particular purpose, non-infringement, and any warranties implied by a course of performance, course of dealing, or usage of trade. No one is authorized to make warranties on our behalf. We do not guarantee that AT&T Services will meet your requirements, be of a particular quality or speed, or will be uninterrupted, accurate, secure, maintained, and kept free from viruses or other harmful components. We cannot and do not guarantee that an unauthorized person won't obtain access to your information or AT&T Account. Nor do we guarantee that AT&T Services are suitable for use in situations in which absolutely accurate data transmission or security is required or that could result in personal injury, property damage, or financial loss. We also do not guarantee that AT&T Services will be interoperable with your hardware or software and that incompatibility won't lead to damage or loss of data. You're using AT&T Services at your own risk.

#### **1.7 Limitations of Liability**

You recognize and agree that AT&T is not an insurer of its products and AT&T Services, nor can it insure the accuracy of your information or the privacy or security of your AT&T Accounts. Further, you understand and accept that we have no control over the acts and conduct of third parties and that you are in the best position to safeguard your personal information and protect your AT&T Accounts from unauthorized access. AT&T provides telecommunications services and you agree that AT&T is not responsible for losses incurred as a result of your or a third party's use of your AT&T wireless number or other AT&T Service as a source of authentication or verification in connection with any social media, email, financial, cryptocurrency or other account. You also acknowledge and agree that AT&T has the right, to the greatest extent provided by applicable law, to limit the scope and extent of its potential liability to you, and that AT&T's ability to contractually limit its potential liability to its customers permits it to offer and provide its products and AT&T Services at fair and reasonable prices. Accordingly, to the greatest extent permitted by law, AT&T and its parents, subsidiaries, and affiliates, and their past, present, and future officers, employees, agents, partners, licensors, successors, and assigns are not liable to you, or any authorized or unauthorized user or beneficiary of AT&T products and Services, for any indirect, incidental, special, consequential, treble, punitive, or exemplary damages for any reason. Disallowed damages include, but not are limited to, damages for personal injury; property damage; or loss of revenue, profits, business, goodwill, use, data, or other tangible or intangible losses (even if we've been told of the possibility of those damages) resulting from, for example: (a) use of AT&T products and Services (which includes equipment, software, and inside or outside wiring); (b) the performance or nonperformance of AT&T Services; (c) the actions or inaction of AT&T or its agents with respect to the provision or delivery of any AT&T Services or that relate to your AT&T Account or our relationship with you; or (d) any action of a third party, such as unauthorized access to your AT&T Accounts or AT&T Services (including the use of your AT&T Accounts or AT&T Services to access a third-party account); or (e) any alleged actions or representations, statements, promises, or agreements by AT&T or its agents that are not expressly set forth in this Agreement regarding the use, performance, suitability, safety, reliability, security, or any other aspect or attribute of AT&T Services.

In addition, to the greatest extent permitted by law, AT&T and its parents, subsidiaries, and affiliates, and their past, present, and future officers, employees, agents, partners, licensors, successors, and assigns are not liable to you for any damages of any kind resulting in any way from: (a) the installation, maintenance, removal, or technical support of AT&T Services, even if the damage results from the ordinary NEGLIGENCE of our installer or other representative; (b) any unauthorized access to your AT&T Accounts or AT&T Services (including the use of your AT&T Accounts or AT&T Services to access a third-party account), even if the unauthorized access was the result of ordinary NEGLIGENCE by an AT&T employee, representative, agent, or any person or entity purporting to act on AT&T's

behalf; (c) any inability to reach 911 or other emergency services, any alleged interference with alarm or medical monitoring signals, or any failure of alarm or medical monitoring signals to reach their intended monitoring stations; (d) the use, inability to use, or the lack of interoperability between AT&T Services and any third-party hardware, software, or service, even if charges for the third-party hardware, software, or service appear on your AT&T bill; (e) the loss of your information, such as missed or deleted voicemails, text messages, emails, pictures, or files; or (f) any interruption, error, limitation, delay in any AT&T Service, or any other problem caused, in whole or in part, by you or something outside of our control, including, but not limited to, environmental conditions, emergency conditions, power or network outages, transmission errors, equipment damage or repairs, limits in system capacity, unavailability of radio frequency channels, governmental actions, labor disputes, riots, terrorism, or the acts of third parties.

In addition, unless prohibited by law, our total liability to you (under any legal theory) is a credit or refund that shall not exceed the total amount of charges you paid us for the applicable AT&T Service during the shorter of (i) the preceding 24-month period or (ii) the period in which you experienced the issue giving rise to your claims. If you are disputing a charge on your bill, Section 1.10 requires you to notify us within 120 days of the bill date. Moreover, unless prohibited by law, you must commence any legal action, whether by filing a lawsuit in small claims court or by filing a demand for arbitration, within two years of the date of the event or facts giving rise to the dispute or you waive the right to pursue that claim. This contractual limitations period is tolled for 30 days following the submission of a valid Notice of Dispute under subsection 1.3 of this Agreement.

Each of the limitations of liability in this Agreement will apply to claims you bring against third parties to the extent that we would be required to indemnify that third party. If applicable law prohibits a limitation in this Agreement, all other limitations will apply to the greatest extent permitted by law.

### **1.8 Indemnification**

To the fullest extent allowed by applicable law, you agree to release, hold harmless, indemnify, and defend AT&T and its parents, subsidiaries, and affiliates, and their past, present, and future officers, employees, agents, partners, licensors, and successors and assigns from any and all claims of any person or entity for damages, fines, penalties, or expenses of any nature arising out of or relating to, directly or indirectly: (1) your or your Authorized Users' access to, use of, or inability to access or use any AT&T Service; (2) any violation by you or your Authorized Users of this Agreement; (3) your or your Authorized Users' violation of law (including your negligence, willful misconduct, and infringement of anyone's intellectual property rights); or (4) any other claim, demand, action, or complaint by any person or entity claiming by or through you or your Authorized Users that in any way arises out of or relates to this Agreement or any AT&T Service.

### **1.9 Charges and Payments**

**1.9.1 Credit Check:** By applying for or using certain AT&T Services, you're giving us permission to obtain your credit information from consumer credit reporting agencies at any time and for any reason, including because of questions from or Account changes made by Authorized Users or persons who provide information we deem sufficient to identify you. We also may share information about your credit with AT&T affiliates, assignees, successors and service providers at any time and for any reason. We may refuse to provide AT&T Services or require an advance payment, a nonrefundable payment, a deposit, or other form of credit requirement if we determine that you may be a credit risk due to (1) your credit rating; (2) insufficient credit history; (3) previous late payments, suspension, disconnection or restoral of service; or (4) fraudulent or abusive use of any AT&T Services within the last five years. We will not pay interest on advance payments or deposits unless required by law. We may, however, require special payment terms, such as additional advance payments or deposits, if we determine that the initial payment was inadequate. We may establish limits and restrict AT&T Services or features as we deem appropriate. And we may immediately interrupt or suspend AT&T Services until your balance is brought below the limit we set for you. Any charges you incur in excess of your limit become immediately due. Upon determination solely by AT&T of satisfactory payment history or as required by law, AT&T may begin refunding deposits through bill credits or cash payments or as otherwise determined solely by AT&T. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies.

**1.9.2 Billing:** Different AT&T Services bill in different ways; please see the Service Terms for your AT&T Services for details and the amounts of applicable fees and charges. But you agree to pay in full each billing cycle (usually once every 30 days): (1) the then-current monthly charges for your AT&T Services; (2) any applicable charges for equipment required for AT&T Services; (3) activation fees, connection, or installation charges, if any; (4) late fees and AT&T Service restoral fees, if any; (5) AT&T fees and other AT&T charges disclosed in the Service Terms; (6) charges for third-party content or services purchased or ordered using your AT&T Services or equipment; and (7) any applicable taxes and fees that AT&T pays to municipalities and other governmental entities and may pass on to you, regardless of whether applicable law assesses them on you or us. You are responsible for paying all charges specified in this Agreement, including charges incurred by any person who gains access to your AT&T Services or equipment, even if you did not authorize the charges. Please note that billing will begin as soon as your AT&T Service is provisioned or activated for you, even if you have not yet begun to use it (or even installed it).

**1.9.3 Late-Payment Charge and Dishonored Check Fee:** You agree that, for each bill not paid in full by the payment due date, we may assess a late-payment charge (subject to applicable law and except as may otherwise have been expressly agreed in writing). Our acceptance of late or partial payments (even if marked "Paid in Full") won't waive any of our rights to insist upon payment of the full amount due. You will also be charged a fee for each and any check or other instrument (including credit card charge-backs) returned unpaid for any reason (subject to applicable law and except as may otherwise have been expressly agreed in writing).

**1.9.4 Collections:** If you don't pay amounts you owe us in full and on time, you agree that you may be subject to collections either by us or a third-party collections agency. To the extent permitted by law, you must pay us any costs and fees, including attorneys' fees, we reasonably incur to collect amounts you owe us. Subject to, and insofar as not contrary to applicable law, we will not be responsible or liable for any negative or adverse consequences that may arise as a result of our reporting your Account or payment information or history to any third-party credit reporting or collections agency.

**1.9.5 Autopay:** If you enroll in an automatic credit card billing, automatic payment, or electronic funds transfer plan, you authorize us or our agent to charge or place holds on the credit or debit card or financial institution account number you provide to us, without requiring a signed receipt. You certify you are the owner of the payment method, authorize AT&T to store this information, and authorize AT&T to automatically charge the amount of your monthly bill(s) each month on the date indicated on your monthly bill, and to charge any amounts outstanding if you cancel AT&T Service. If you were required to provide a credit card when you started an AT&T Service, you also authorize AT&T to charge that card (in lieu of your autopay card, if different) for any amounts outstanding if you cancel AT&T Service. You agree to provide AT&T with updated credit or debit card or bank account information when needed by calling the customer care number on your bill or online at [att.com/myatt](http://att.com/myatt). You acknowledge that, if your card issuing bank participates in a card updater program and unless you opt out of this service, your bank may provide us with updated card numbers and expiration dates, and we will update our files with this information and continue to charge your card. You agree that we're not responsible for any insufficient funds or other charges you might incur as a result of any attempts to charge or place holds on your credit or debit card or to transfer funds. When payment is made by credit or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If

charges cannot be processed through your credit or debit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we may charge you an additional fee.

You can cancel your authorization for automatic credit-card billing, automatic payment, or electronic funds transfer by calling the customer care number on your bill or online at [att.com/myatt](https://att.com/myatt). If you do so, you may lose certain promotions or discounts. You also should contact your card issuer or financial institution to advise that you have cancelled your enrollment.

**1.9.6 Early Termination Fee:** Your Customer Service Summary, order confirmation, or applicable fee schedule for your AT&T Service may include a minimum period in which you must maintain service on an eligible plan ("Service Commitment") or maintain certain programming ("Programming Commitment"). If you fail to satisfy that commitment, you agree to pay an early termination fee. That fee is not a penalty, but rather is an alternative means for you to perform your obligations under the Agreement that partially compensates us for the fact that the Service Commitment or Programming Commitment on which your monthly rate is based was not completed.

**1.9.7 Application of Credits:** Any amounts refunded in the form of bill credits, cash payments, or any other form will include all applicable taxes, fees and surcharges that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any good or AT&T Service will not result in the refund of any tax, fee, or surcharge you previously paid.

**1.9.8 Business or Government Benefits:** You may receive or be eligible for certain discounts, credits, promotions, and other benefits ("Benefits") through a business or government customer's agreement with us ("Business Agreement") or if you are otherwise eligible to participate in our military/government discount or benefit programs. All such Benefits are provided to you solely as a result of the corresponding Business Agreement or at our discretion and may be modified or terminated without notice. You may also be eligible for certain additional rate plans and/or other Services. With respect to Wireless Services, please see [att.com/iru-additional-terms](https://att.com/iru-additional-terms) for such Services and the associated additional terms.

If a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your Account information with it or its authorized agents. If you use Service(s) and/or receive certain Benefits pursuant to or arising from a Business Agreement with us, but you're liable for your own charges, then you authorize us to share enough Account information with your business or government entity, or its authorized agents, to verify your continuing eligibility for those Services or Benefits. You also agree we may contact you directly via text message, email or other means to confirm your continued eligibility for the Services and/or Benefits.

You may receive Benefits because of your agreement to have the charges for your Services, billed ("Joint Billing") by a company affiliated with AT&T ("Affiliate") or because you subscribe to certain services provided by an Affiliate. If you cancel Joint Billing or the Affiliate service your rates will be adjusted without notice to a rate plan for which you qualify.

Benefits may vary and are subject to the corresponding Business Agreement and ongoing eligibility/enrollment criteria, which AT&T may verify or audit at its discretion. FirstNet individual users must also satisfy the eligibility criteria for FirstNet service and will be subject to re-verification of eligibility from time-to-time.

#### **1.10 Questions or Disputes Regarding Charges**

If you believe that there's something wrong with your bill, please contact customer service as soon as possible. You can find the customer-service number for your AT&T Service by visiting [att.com/contactus/index.html](https://att.com/contactus/index.html) or, for FirstNet individual users, [firstnet.com](https://firstnet.com). If you're not satisfied with customer service's resolution, you may send us a Notice of Dispute pursuant to subsection 1.3.

**If you have a billing dispute, you have 120 days from the date of the bill to notify customer service for your AT&T Service. Otherwise, you'll have waived your rights to dispute the bill and to participate in any legal action raising that dispute. This limitations period does not apply in any state in which such contractual notice provisions are prohibited.**

#### **1.11 Privacy**

**1.11.1 Privacy Policy:** We take your privacy seriously. For more information about how we collect, use, and protect your personal information, including your location information, please see the AT&T Privacy Policy located at [att.com/privacy](https://att.com/privacy). FirstNet individual users should review the FirstNet Privacy Policy at [firstnet.com](https://firstnet.com).

**1.11.2 Use by Children:** AT&T is concerned about the safety and privacy of all its users, particularly children. For this reason, children under the age of 13 should not be permitted to access AT&T Services unless allowed by an Account holder who is their legal guardian. You understand that by permitting a child to access an AT&T Service, you are giving your child access to that Service's features (such as email, message boards, clubs, and instant messages), the internet, and a broad range of third-party content. Please remember that AT&T Services are designed to appeal to a broad audience. It is your responsibility to determine whether the features are appropriate for a minor.

AT&T suggests that you take advantage of any access controls offered with AT&T Services that allow you, as the Account holder, to block access to certain types of content you may feel are inappropriate for minors. However, AT&T also recommends that you remain diligent in the supervision of any minors in their use of AT&T Services and the internet. Access controls provided through AT&T Services are intended as a guide only. Neither AT&T nor its licensors can be responsible for any content accessed by you or minors, whether or not you take advantage of the access controls we provide. In addition, neither AT&T nor its licensors guarantee the accuracy of such access controls, and you agree that you will not hold AT&T liable for any loss or damage of any kind incurred as a result of the use of such access controls.

#### **1.12 Governing Law**

The law of the state in which we currently provide you with AT&T Services (or, for wireless service, the state of your current billing address or current address of record) shall govern this Agreement, except to the extent that law is preempted by or inconsistent with applicable federal law.

#### **1.13 End User Licensing Terms**

If you connect to AT&T Services by using, downloading, or installing an application or other software that we made available, either directly or through vendors (the "Software"), your use of the Software is subject to this Agreement and any End User License Agreement ("EULA") for the Software.

**1.13.1 Definition of Software:** The term "Software" means the following: (a) any application related to the Services or this Agreement, including, without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation, and other components; (b) any updates, modifications, or enhancements to it; and (c) any specific AT&T or vendor web site to which the Software directs you via any browser.

**1.13.2 License Grant:** We (or for vendors' Software, the vendor) remain the owner of the Software, which isn't being sold to you. So long as you comply with the terms of this Agreement and any EULA provided with the Software, AT&T grants you a revocable, nonexclusive, nontransferable, limited right to install and use the Software on a single computer or device that you own and control and to access and use the Software on such device. AT&T is not responsible for any material or content that you transmit, store, delete, record, or play using the Software.

**1.13.3 Restrictions on Use:** You may use the Software only in strict adherence to the terms of this Agreement, the EULA, and the terms of any other AT&T agreements associated with your device. You may not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of or decrypt the Software; (b) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Software; (c) violate any applicable laws, rules, or regulations in connection with your access or use of the Software; (d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of AT&T or its affiliates, partners, assignees, successors, suppliers or the licensors of the Software; (e) other than resale by an AT&T-authorized reseller, use the Software for any revenue-generating endeavor or commercial enterprise other than the use of this Software to participate in our Services; (f) use the Software for creating a product, Service, or software that is, directly or indirectly, competitive with or in any way a substitute for any Services, product, or software offered by AT&T; (g) use the Software to send automated queries to any web site or to send any unsolicited commercial email; or (h) use any proprietary information or interfaces of AT&T or other intellectual property of AT&T in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Software.

**1.13.4 Export Limits:** None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national, or lawful permanent resident of the United States.

#### **1.14 Intellectual Property Rights**

**1.14.1 AT&T IP:** You agree that Software, AT&T Services and equipment ("AT&T IP") are protected by trademark, copyright, patent and intellectual property laws, and/or international treaty provisions. You also agree that the source and object code of AT&T IP and the format, directories, queries, algorithms, structure, and organization of AT&T IP are the intellectual property and proprietary and confidential information of AT&T and its affiliates, assignees, successors, licensors, and suppliers. Except as expressly stated in this Agreement, you are not granted any intellectual property rights in or to AT&T IP by implication, estoppel, or other legal theory, and all rights in and to AT&T IP not expressly granted in this Agreement are hereby reserved and retained by AT&T. Nor do you have any intellectual or other property rights in any information that AT&T provides or uses to deliver AT&T Services, such as any Account or phone numbers or email addresses assigned to you.

**1.14.2 Third-Party Software:** AT&T IP may utilize or include third-party software that is subject to open source and third-party license terms ("Third-Party Software"). You acknowledge and agree that your right to use such Third-Party Software as part of the Services is subject to and is governed by the terms and conditions of the open source or third-party license applicable to such Third-Party Software, including, without limitation, any applicable acknowledgements, license terms, and disclaimers contained therein ("Third-Party Software Notices") and including all posted changes to Third-Party Software Notices. In the event of a conflict between the terms of this Agreement and the terms of those licenses, the terms of those licenses will control your use of the relevant Third-Party Software. In no event will the Application or components thereof be deemed to be "open source" or "publicly available" software. You agree that your use of AT&T IP is subject to the terms of all Third-Party Software Notices.

**1.14.3 AT&T Marks:** You agree that the company names and their related logos and all related product and service names, design marks, and slogans are trademarks and service marks owned by and used under license from AT&T (the "AT&T Marks"). You are not authorized to use the AT&T Marks in any advertising, publicity, or in any other commercial manner without the prior written consent of AT&T, which may be withheld for any or no reason.

**1.14.4 Copyright Infringement and Digital Millennium Copyright Act:** AT&T respects the intellectual property rights of others. If you believe that your work has been copied and has been posted, stored, or transmitted in connection with AT&T Services in a way that constitutes copyright infringement, in accordance with the Digital Millennium Copyright Act ("DMCA"), please tell us by providing the information listed at [att.com/legal/terms.dmca.html](http://att.com/legal/terms.dmca.html) to AT&T's Copyright Agent for notice of claims of copyright infringement to [copyright@att.com](mailto:copyright@att.com). For more information about AT&T's copyright protection practices under the DMCA and for information on how to contact AT&T's DMCA agent, please refer to [att.com/legal/terms.dmca.html](http://att.com/legal/terms.dmca.html).

**1.14.5 Copyright Alert Program:** AT&T maintains the AT&T Copyright Alert Program (AT&T CAP) that allows copyright holders to notify AT&T of claimed infringement occurring on AT&T's transitory digital network communications services pursuant to 17 U.S.C. § 512(a). For more information on the AT&T CAP, please visit [copyright.att.net](http://copyright.att.net).

Under the AT&T CAP, content owners may submit notifications to AT&T of alleged copyright infringement based on information they have independently collected in accordance with the industry standard Automated Copyright Notice System. If a content owner or its authorized agent submits an infringement notice identifying an IP address that AT&T can, with reasonable efforts, trace to a particular and identifiable AT&T subscriber as of the date and time identified in the notice, AT&T will forward a copyright alert to contact information on file for the subscriber Account, advising the Account holder of the allegation and providing information about online copyright infringement.

If you receive a copyright alert, it is your responsibility to take immediate action to check your internet connected devices and your local network to ensure that you do not generate additional copyright infringement notices. If, after you receive a copyright alert, AT&T receives additional copyright infringement notices which are traceable to an IP address associated with your Account, we may temporarily redirect the your internet access service to a webpage where you will be required to review and acknowledge material on the importance of copyright and the lawful use of content available over the internet. Upon completion of this review, redirection will be discontinued and your service will be restored to normal. After this stage, if AT&T continue to receive copyright infringement notices that a traceable to an IP address associated with your Account, AT&T may take further action consistent with 17 U.S.C. § 512(i), which may ultimately result in termination of your AT&T Services.

The Account holders' personally identifiable information is protected throughout this process. AT&T will not provide such information to content owners unless required to do so by court order. For more information about AT&T's Copyright Alert Program, please go to: [copyright.att.net/home](https://copyright.att.net/home).

AT&T's policies may be revised from time to time and, in addition, AT&T may in its sole discretion voluntarily participate, on terms acceptable to AT&T, in copyright alert and graduated response programs with other stakeholders. By using the AT&T Services, you agree that AT&T shall have the right, but not the obligation, to challenge on your behalf the legitimacy of any notification of copyright infringement which AT&T receives, and you hereby agree to grant AT&T such limited authority as may be necessary to allow for such a challenge.

#### **1.15 Information, Content, Services, And Applications Provided By Third Parties**

AT&T IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, SERVICES, OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OTHER INFORMATION, SERVICES, OR GOODS PROVIDED BY THIRD PARTIES. Neither AT&T nor its content and service providers or suppliers, in providing information, services, applications, content, or products, can underwrite, or assumes your risk in any manner whatsoever. You agree that your use of third party information, applications, services, content, or products is at your own risk, for which AT&T is neither responsible nor warrants their safety, quality, or appropriateness and does not provide customer service, repairs, or other support.

Third party content or service providers may impose additional charges. Any information you provide to third parties is governed by their policies or terms.

Some services give you the ability to access, view, listen to, interact with, record, and/or store third party audio and visual content ("Third Party Content"). You understand that AT&T does not guarantee the access to or availability of any particular Third Party Content, or the length of time any particular Third Party Content may remain available. You also understand that Third Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten, or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that AT&T will have no liability to you, or to anyone else who uses your AT&T services, with regard to any Third Party Content.

AT&T reserves the right in its sole discretion to restrict or deny access to any Third Party Content or other third party information, application, services, or products.

#### **1.16 Assignment and Third Parties**

**1.16.1 Assignment:** AT&T may assign this Agreement or parts of this Agreement to any non-affiliated third party without your consent and without notice to you, but you cannot assign the Agreement or any rights or legal claims arising from it without our prior written permission. Upon any assignment of this Agreement by AT&T, all references in this Agreement to "AT&T" "we," "us," or "our" shall refer solely to the assignee of this Agreement and shall no longer refer to AT&T or its affiliates. From the date of an assignment by AT&T, AT&T will no longer be your service provider and the assignee shall be responsible for providing your services. You acknowledge and agree that AT&T will have no liability or obligation to you if this Agreement is assigned by AT&T, and your recourse for any liabilities or obligations shall be solely limited to the assignee of this Agreement.

**1.16.2 Third parties:** Except as stated in this Agreement, anyone who uses or benefits from your AT&T Services is not a third-party beneficiary who can enforce this Agreement against you, us, or anyone else.

#### **1.17 About this Agreement**

**1.17.1 Your Ability to Contract:** By proceeding to activate, use, or pay for any AT&T Service—which constitutes acceptance of this Agreement—you're confirming that you're over the age of majority and have the capacity to enter into binding contracts. In addition, if you're using AT&T Services on behalf of any entity, such as a corporation or other organization, you're accepting this Agreement on that entity's behalf. If that entity has separately entered into a business agreement with AT&T, those business terms control.

**1.17.2 Changes to Agreement:** We may add, modify, or delete any terms, conditions, rates, or fees for any AT&T Service at any time. We will provide you with notice of all changes that are materially adverse to you (this does not include changes in fees or surcharges imposed by the government and passed onto you or changes to rates, fees, or surcharges within limits set forth in this Agreement or any documents incorporated herein) by email, bill insert or message, text or other message, posting on the website for your AT&T Service, or other method we deem practicable. We also may provide you with notice of non-material changes in our sole discretion. Your continued use or payment for AT&T Services after the effective date of the change means you have accepted the change. If we notify you of a materially adverse change concerning an AT&T Service during your Service or Programming Commitment, if you don't accept the change, you have 14 days in order to cancel the AT&T Service without incurring an early termination fee.

**1.17.3 Conflicting Terms:** This Agreement supersedes any prior agreement between us regarding your AT&T Services. In the event of a conflict between this Agreement and an applicable EULA, this Agreement controls unless the EULA specifically states otherwise. The English version of this Agreement is the original one. If there is a conflict between it and any translated version, the English version controls.

**1.17.4 Severability:** If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in full force and effect.

**1.17.5 Survival:** Although you or we can terminate this Agreement, some terms will, by their sense and context, continue to apply after termination. These terms include, but are not limited to, the provisions regarding dispute resolution (subsection 1.3), disclaimer of warranties (subsection 1.6), limitations of liability (subsection 1.7), indemnification (subsection 1.8), and governing law (subsection 1.12).

**1.17.6 Entire Agreement:** This Agreement, as described in Section 1.1, constitutes our entire agreement and supersedes any prior or contemporaneous agreements or understandings between us or any reliance on marketing materials or statements or promises by AT&T employees or agents.

**1.17.7 Operational Limits/Force Majeure:** AT&T's ability to provide AT&T Services to you is subject to the availability and the operational limitations of the requisite equipment and associated facilities, including third party networks that AT&T does not control. You understand and agree that temporary interruptions or delays of AT&T Services may occur and that AT&T is not liable for them. In addition, AT&T is not responsible for interruptions or delays caused by events outside its control, such as war, acts or threats of terrorism, civil disorder, labor strikes or disruptions, natural disasters (including fires, floods, earthquakes, and severe weather), medical epidemics, pandemics or outbreaks, destruction of network facilities or transportation infrastructure, or any other events beyond AT&T's reasonable control.

**2. AT&T Wireless Service Terms**

AT&T wireless service, including FirstNet individual users' wireless service ("Wireless Service"), is provided by AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates or AT&T's assignee or successor ("AT&T" or "us" in these Wireless Service Terms).

Section 2 contains terms applicable to all AT&T Wireless Services. Section 3 contains supplemental terms for AT&T PREPAID Wireless Service and Section 4 contains supplemental terms for DataConnect/Session-based Wireless plans. If terms in Section 2 conflict with terms in either Section 3 or 4, the terms in Section 3 or 4 will control.

For questions about Wireless Service, please call 800.331.0500 for postpaid service and 800.901.9878 for prepaid service.

**2.1 Wireless Service Agreement**

Your Wireless Service Agreement includes the following:

- Your Customer Service Summary;
- Your Wireless Service terms and conditions found in the brochures that are available in the retail store and online at [att.com/mobilityplans](http://att.com/mobilityplans) at the time of your purchase; and
- Additional terms and conditions that apply to your use of AT&T apps, features and services, which are available in the app, on your Device and online at [att.com/appterm](http://att.com/appterm)s or the associated service page at att.com.

AT&T's wireless network may provide broadband access to the internet. For more information about how AT&T helps transmit information to points on the internet and how we manage our network, please see [att.com/broadbandinfo](http://att.com/broadbandinfo). The information provided on the broadband information page is not part of your Agreement.

**2.2 Wireless Service Description**

Your Wireless Service includes:

- Services included in your rate plan, which sets forth your monthly usage allotment and charges for voice, messaging and/or data services; overage rates when you exceed your rate plan's monthly usage allotment; pay-per-use rates; and your coverage area. Unless specified otherwise in your rate plan terms, any unused allotment of voice, messaging and data services, from one billing cycle will not carry over to any other billing cycle.
- Any optional features and services you add to any line on your Account, which may be subject to additional charges and terms and conditions.

Unless otherwise specified in your rate plan, your Wireless Service does not include—and additional charges may apply for use of—other carriers' networks in the U.S. or while traveling internationally.

AT&T Wireless Service may be used with: (a) a mobile device that contains a SIM that is assigned to your Account or (b) a device that is designed and purchased for use exclusively on AT&T's network (referred to in the Wireless Service Terms interchangeably as "Device" or "Equipment").

**2.2.1 Voice Service:** If your rate plan includes voice service, subject to the limitations in this Agreement, you can make and receive calls within your rate plan's coverage area ("Voice Service"). Additional charges may apply for Voice Service used outside your rate plan's coverage area.

**2.2.2 Messaging Service:** If your rate plan includes the ability to send and receive AT&T text (SMS), pictures or video (MMS), and/or Advanced Messaging (RCS) chat messages (collectively "Messages"), subject to the limitations in this Agreement, you will be able to receive and send such messages ("Messaging Service"). Apps that use other messaging protocols and over the top third-party messaging apps may incur data charges. Messages sent from or received on tablets, laptops, smart watches, or other connected devices are treated as data usage, not messages. AT&T does not guarantee delivery of messages. Messages, including downloaded content, not delivered within 72 hours will be deleted and no longer available. AT&T reserves the right to change this delivery period as needed without notification.

Advanced Messaging will not work if messaging or data has been blocked on your line. For more information on Advanced Messaging, visit [att.com/advancedmessaging](http://att.com/advancedmessaging). Maximum limits on group message size apply depending on device mix and capabilities. MMS and SMS Messaging Service and data plan may need to be provisioned on an account in order to use Messaging. Some elements of Messages may not be accessible, viewable, or heard due to limitations on certain wireless devices. AT&T reserves the right to change the Message size limit at any time without notification. Text message notifications may be sent to non-Picture/Video Messaging subscribers if they subscribe to Text Messaging. You may receive unsolicited messages from third parties as a result of visiting internet sites.

**2.2.3 Data Service:** If your rate plan includes data, subject to the limitations in this Agreement, you will be able to browse the internet and access wireless services, content and apps, including those that enable sending and receiving of emails, use of GPS navigation, streaming of video, and other customary mobile internet-enabled capabilities ("Data Service"). Services provided via the Data Service may be provided by AT&T or its affiliates, assignees, successors, or by third parties subject to service-specific terms and conditions.

**2.2.4 AT&T Wi-Fi Service:** If you have a qualified rate plan and a Wi-Fi capable device, AT&T Wi-Fi Service in the U.S. may be available to you at no additional charge and your device may auto-authenticate at AT&T Wi-Fi Service locations. Use of AT&T Wi-Fi Service in the U.S. is subject to the Wi-Fi Terms of Service ("Wi-Fi Terms") found at [att.com/legal/terms.wifiServices.html](http://att.com/legal/terms.wifiServices.html). If you auto-authenticate at our Wi-Fi Service locations, your use may be subject to the Wi-Fi Terms and the URL filtering choices of the location owner or operator. Auto-authentication can be disabled on your device, e.g., by turning off Wi-Fi. Certain information about you or your Device may be collected when you use AT&T's Wi-Fi Service. (Note that AT&T Wi-Fi Service is for Wireless customers; home networking Wi-Fi for Internet Service customers is subject instead to the terms in subsection 6.2.4.)

**2.2.5 Caller ID:** Your caller identification ("Caller ID") information (such as your name and phone number) may be displayed on the Device or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of Caller ID information. Contact customer service for information on blocking the display of your name and number. Caller ID blocking may not be available when using Data Services. If applicable to your rate plan and Device, an in-coming call identification feature may apply that will notify of in-coming calls and that may apply generic labels such as telemarketing, suspected spam, and/or suspected fraud to some of those calls.

**2.3 Where can I use my Wireless Service?**

To activate and maintain your Wireless Service you must have a U.S. mailing address and live within AT&T's, its assignee's or its successor's owned and operated network coverage area. Our coverage maps can be found at [att.com/coverageviewer](http://att.com/coverageviewer). There are gaps in coverage maps, which, by their nature, are only approximations of actual coverage. Please be aware that even within your coverage area many things can affect the availability and quality of your Wireless Service, including, but not limited to, network capacity, your Device, your rate plan, terrain, buildings, foliage and weather. Wireless Service or particular wireless technologies (such as 5G) will not be available in all areas at all times.

We utilize different network technologies in our wireless network and not all Devices work on all wireless technologies. We do not guarantee that you will receive any specific network capability at any given time, including any particular network speed. Actual network speeds depend upon device characteristics, network technology, availability, coverage, tasks, file characteristics, applications and other factors.

Wireless Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, network management, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers.

## **2.4 Service Activation and Term Commitment**

**2.4.1 Establishing Service and Service Term:** To establish Wireless Service, you may have been required to provide a credit card. You may use this or another credit or debit card to establish recurring payments. See Section 2.35 regarding payment upon cancellation. These Wireless Service Terms begin on the day we activate your Wireless Service and continue through termination of your Wireless Service for any reason.

**2.4.2 Term Commitment:** If you have agreed to a Service Commitment, you are required to maintain Wireless Service on an eligible plan for the Service Commitment period. Once you complete your Service Commitment, your contract for Wireless Service will continue on a month-to-month basis and automatically renews unless you cancel it or your Wireless Service is otherwise terminated. If you do not have a Service Commitment (for example, you purchase your Device from us at full retail price, under an installment plan, or bring your own Device), your Service is provided on a month-to-month basis and automatically renews unless cancelled or terminated. See [att.com/howtocancel](http://att.com/howtocancel) for details on how to cancel.

**2.4.3 Device Activation:** If you purchased a Device that was shipped to you, you agree to activate the Device within seven (7) days of the shipment date. If your Device is not activated by you, for post-paid Wireless Service, we may activate the Device for you within a month of shipping and your monthly recurring charges, and any applicable Service Commitment, will begin.

**2.4.4 Early Termination Fee ("ETF"):** If you terminate your Agreement before completion of your Service Commitment, you agree to pay an ETF unless the ETF is waived by subsection 2.4.5. The ETF amount will be an amount up to your purchase price and will reduce each full month of your Service Commitment that you complete. For full details, see [att.com/equipmentETF](http://att.com/equipmentETF).

**2.4.5 Your Termination Rights and Ability to Change Wireless Service:** You can cancel any individual line of Wireless Service on your Account or your whole Account at any time. You must pay all amounts owed for Wireless Service used prior to cancellation including applicable taxes, surcharges, and other fees. Authorized agents may charge additional fees. If you cancel your Wireless Service within the first 3 days of activation, we will refund your activation fee, if applicable. If you have a Service Commitment, you can cancel Wireless Service within 14 days of activation by returning the Device you purchased, and you will not be required to pay an ETF. Your Device must be in like-new condition with original packaging to be eligible for return. See [att.com/returns](http://att.com/returns) for details. AT&T also may charge you a restocking fee for any returns. If you cancel prior to end of your billing period, your monthly Wireless Service charges are not refunded or prorated.

You also can change your Wireless Service at any time, but the Wireless Service available to you depends on your Device. Your Device may require certain Wireless Service, for example, smartphone users must have a rate plan that includes both voice and data.

## **2.5 Prohibited Uses of Wireless Services**

Our wireless network is a shared resource, which we manage for the benefit of all of our customers. To ensure the activities of some users do not impair the ability of all our customers to have access to reliable services provided at reasonable costs, we forbid certain activities and uses ("Prohibited Network Uses"). We may take any and all reasonable actions necessary to prevent and stop Prohibited Network Uses or any other violation of AT&T's Acceptable Use Policy. Prohibited Network Uses include use of AT&T Wireless Service that, in AT&T's sole determination:

- hinders other customers' access to the wireless network;
- involves a mechanism that is used to originate, amplify, enhance, retransmit or generate a radio frequency signal without our permission;
- negatively affects our network or compromises network security or capacity;
- excessively and disproportionately contributes to network congestion;
- adversely impacts network service levels or legitimate data flows;
- degrades network performance;
- causes harm to other customers;
- tethers a wireless Device to a computing device if you have not subscribed to a rate plan with a tethering feature;
- uses any Device for Wireless Service with an ineligible rate plan,
- constitutes the reselling of any Wireless Service, or
- is excessive or unreasonable.

**2.5.1 Examples of Prohibited Network Uses of Voice Service:** Our unlimited Voice Service is provided primarily for live dialogue between individuals. If your use of unlimited Voice Service for call forwarding, conference calling or purposes other than live dialogue between individuals exceeds 1,000 minutes per month, AT&T may terminate your Service or change you to a rate plan with no unlimited voice usage components. Our unlimited Voice Service may not be used for any other commercial purposes, including, but not limited to: (1) maintaining an open line to provide dispatch or monitoring services; (2) accessing or remote call forwarding to multi-party chat line services; (3) transmitting broadcasts or pre-recorded materials; or (4) telemarketing.

**2.5.2 Examples of Prohibited Network Uses of Messaging Service:** Our Messaging Services are provided solely for communication between, and/or initiated by, individuals for personal use. You may not use Messaging Services for commercial purposes, including, but not limited to: (1) sending unsolicited, unauthorized, spam, or other unwanted messages (whether SMS, MMS, RCS, or other); (2) sending or receiving unusually high numbers of messages or messages not originated on your Device; or (3) reselling or transferring messaging capabilities. See the Acceptable Use Policy (located at [att.com/legal/terms.aup.html](http://att.com/legal/terms.aup.html)) for more information. We may terminate or restrict your Messaging Service for tethered messaging, excessive use, or misuse.

**2.5.3 Examples of Prohibited Network Uses of Data Service:** Data Service may not be used in any manner that: defeats, obstructs, penetrates, or attempts to defeat, obstruct, or penetrate, the security measures of AT&T's wireless network or systems, or another entity's network or systems; accesses, or attempts to access without authority, the accounts of others; or adversely affects the ability of other people or systems to use either AT&T's Wireless Services or other parties' internet-based resources. For example, this prohibition includes, but is not limited to: malicious software or "malware" that is designed, intentionally or unintentionally, to infiltrate a network or computer system such as spyware, worms, Trojan horses, rootkits, and/or crimeware; "denial of service" attacks against a network host or individual user; and "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial or bulk email).

Data Service may not be used in any manner that has the effect of excessively contributing to network congestion, hindering other customers' access to the network, or degrading network performance. For example, this includes, but is not limited to: server devices or host computer applications such as continuous Web camera posts or broadcasts, automatic data feeds, or automated machine-to-machine connections; "auto-responders," "cancel bots," or similar automated or manual routines that generate excessive amounts of traffic or that disrupt user groups or email use by others; use of the Wireless Service as a substitute or backup for private lines or full-time or dedicated data connections; peer-to-peer (P2P) file sharing services; and software or other devices that maintain continuous active internet connections when a connection would otherwise be idle or any "keep alive" functions.

Data Service also may not be used with high bandwidth applications, services and content that are not optimized to work with Data Service and, therefore disproportionately and excessively contribute to network congestion. This includes, but is not limited to, redirecting television signals for viewing on computing devices; web broadcasting; and/or the operation of servers, telemetry devices, or supervisory control and data acquisition devices.

## **2.6 Unlimited Data Service**

If you are subscribed to an AT&T unlimited data plan, you agree that "unlimited" means you pay a single monthly flat rate for wireless Data Service regardless of how much data you use. You further agree that "unlimited" does not mean that wireless data will be transmitted at any particular speed or that you can use AT&T's wireless Data Service in any way that you choose or for any Prohibited Network Uses. If you use your unlimited data plan in any manner that is prohibited, AT&T can limit, restrict, suspend or terminate your Data Service. We may also migrate you from the unlimited data plan to a tiered data plan and charge you the appropriate monthly fees. We will provide you with notice of this change at least one billing period in advance either by a bill message, email, text message, or other appropriate means.

Except for FirstNet individual users, AT&T may also reduce your data throughput speeds at any time based on the terms of your data plan, which may include times when your usage exceeds an applicable, identified data usage threshold during any billing period. Reduced data throughput speeds mean you may experience reduced data speeds and increased latency, which may cause websites to load more slowly and affect the performance of data-heavy activities such as video streaming.

Reduced data throughput speeds apply when using Data Services at times and in areas experiencing network congestion compared to other customers using the same cell site. Standard speeds will resume once the cell site is no longer congested or when your data session moves to an uncongested cell site, and speeds will no longer be reduced during periods of network congestion at the start of your next billing period, unless your usage again exceeds an applicable, identified data usage threshold for that next billing period.

There are no mobile network-related speed reductions if you use Wi-Fi, and Wi-Fi data usage does not count against a monthly data usage threshold for wireless Data service. For more information, go to [att.com/broadbandinfo](http://att.com/broadbandinfo) and [att.com/datainfo](http://att.com/datainfo).

## **2.7 AT&T's Rights to Change, Reduce, Cancel, Suspend, Interrupt or Terminate Wireless Service or the Agreement**

AT&T can take any and all actions necessary to protect the AT&T wireless network, ensure compliance with this Agreement and prevent and/or stop Prohibited Network Uses. AT&T may also change, reduce, interrupt, suspend, limit or cancel your Wireless Service or terminate your Agreement without advance notice for any reason, including, but not limited to the following actions by you or any user of your Device or on your Account:

- misconduct described by subsection 1.5;
- living or predominantly using Wireless Service outside of the AT&T owned and operated domestic network coverage area;
- exceeding our off-net roaming usage allowances; and
- engaging or attempting to engage in Prohibited Network Uses.

If you lose your eligibility for a particular Wireless Service, we may modify, remove, or change your Wireless Service to one for which you qualify. **If we determine that you are using your Device without the correct rate plan, we reserve the right to switch you to the required rate plan and charge you the appropriate monthly charges and fees.** If we change your rate plan, you may change to another eligible rate plan. We may engage in any reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the limited availability of wireless bandwidth and spectrum. We may reduce your data throughput speeds at any time or place according to your rate plan.

**If we cancel your Wireless Service for misconduct or violations of this Agreement and you have a Service Commitment, we may charge you an ETF in addition to interrupting, suspending, modifying, or terminating your Wireless Service and Agreement.**

## **2.8 Use of Wireless Service on Other Wireless Carrier Networks**

AT&T has agreements with other wireless carriers that allow you to use Wireless Service outside of AT&T's owned and operated wireless network. Within the U.S. and certain U.S. territories, the use of other carrier networks is referred to as domestic off-net usage. Use of other carrier networks while traveling internationally is called international roaming or international off-net usage. Both off-net usage and international roaming are dependent upon the agreements we have at any given time with other wireless carriers, and the network technology, frequencies, and functionality of those networks. Availability, quality of coverage, and speed for Wireless Service for off-net usage and international roaming are not guaranteed and may be changed without notice. AT&T may also reduce speeds (to 2G or other

speeds) or suspend wireless Data Service for off-net and international roaming at any time without notice and without regard to the amount of data you have consumed during the billing period.

**2.8.1 Limits on Use of Other Wireless Carrier Networks in the U.S.:** In most cases you are not charged separately for domestic off-net usage. Please check your rate plan terms to determine whether any extra charges apply for domestic roaming. However, if your rate plan provides for off-net usage, you still must use your Device predominantly within the AT&T owned and operated wireless network. Thus, if we provide you with off-net usage, we may suspend, limit or cancel your continued use of other carriers' networks if you exceed the following off-net thresholds:

- **Voice** - If you use more than 750 minutes during any month.
- **Data** - If you use more than 100 megabytes of data during any month.
- **Messaging** - If you use more than 3,000 messages during any month.

We will provide you with notice if we take action because you exceed any of these thresholds.

For current information about our coverage, please visit [att.com/coverageviewer](http://att.com/coverageviewer). Please be aware that your Device may connect to another wireless carrier's network even when you are located within the AT&T owned and operated network coverage area.

**2.8.2 Use of Wireless Service while Outside the U.S.:** Your rate plan may include the capability to send and receive calls and text messages and use data for international roaming. Certain eligibility restrictions may apply to international roaming, which may be based on Wireless Service tenure, payment history and/or credit. We may in our sole discretion block or remove your ability to use international roaming until our eligibility criteria is met.

International roaming rates apply to any calls made or received, messages sent, and data used while outside the U.S. International roaming rates are subject to change without notice and vary by country. **If you do not subscribe to an international roaming package or plan, you will be charged pay-per-use rates that may be substantially higher on a per unit basis than international package rates.** Coverage within other countries and territories may vary depending on your Device type, plan and package and may be changed by us at any time without notice. For rates, coverage, countries and details, see [att.com/global](http://att.com/global).

We may send courtesy "alert" messages when your Device connects to a wireless network in another country to notify you of international roaming data use. There is no guarantee you will receive these alerts and they are not a guarantee of a particular bill limit.

You may be charged international roaming voice airtime usage rates when incoming calls are routed to voicemail, even if no message is left, for both the incoming call and the call forward to voicemail. You may also incur those roaming charges for unanswered calls if your Device is powered off if you previously had turned it on and allowed it to register on a foreign carrier's network; there may be a lag time between when you power off your Device and when you are no longer registered on the foreign carrier's network. You will be charged for all data usage, including without limitation your use of messaging apps, visual voicemail and access to cloud-based services. You may also be charged taxes on international roaming rates. Billing for international roaming usage may be delayed up to three billing cycles due to the time it takes for wireless carriers to report international roaming usage.

**Please note that substantial charges may be incurred if your Device is taken out of the U.S. even if international roaming is not intentionally used.** Many Devices have preloaded and downloaded apps that transmit and receive data without user intervention and can generate unexpected charges when your Device is powered on outside the U.S. **If you want to block international roaming services, please call 314.925.6925 (at no charge from your AT&T wireless phone).**

## **2.9 Use of Wireless Service for Calls or Messages to International Phone Numbers**

International long distance includes calls or messages made from the U.S. to any other country. **Unless you subscribe to a package or rate plan that includes international long distance, you will be charged pay-per-use rates for calls or messages initiated from the U.S. to any other country.** International long distance calling rates are charged on a per-minute basis and are subject to change without notice. **Unless a foreign country is included as a calling destination within your rate plan's coverage area, international long distance rates are charged for each call in addition to usage of your rate plan voice airtime minutes.** Calling or messaging to some countries may not be available. Calls to international wireless numbers may cost more than calls to wireline numbers. If a call is placed to an international wireline number and the call is forwarded to a wireless number, you will be charged for a call terminated to a wireless number. Additional charges apply to numbers for premium rated services. For rates and details visit [att.com/global](http://att.com/global).

## **2.10 Wi-Fi Calling for AT&T Wireless Customers**

### **Important Information about Wi-Fi Calling for AT&T Wireless Service Customers**

**TTY Devices are not compatible with Wi-Fi Calling:** Wi-Fi Calling lets you call and text over Wi-Fi when cellular coverage is limited or unavailable. Your Device must be set to AT&T HD voice and have internet access. Loss of your internet connection during voice Wi-Fi Calling will disconnect your call, including 911 calls. In the U.S. or internationally, you can use Wi-Fi Calling to call numbers in the U.S. at no additional charge (excluding 411 calls and other premium numbers). International long distance rates/plans apply when calling international numbers from within the U.S. International roaming rates apply when calling international numbers while traveling outside the U.S. Certain countries restrict Wi-Fi calling. No Wi-Fi Calling to 211, 311, 511, and 811. See [att.com/wificalling](http://att.com/wificalling) for more.

### **911 Calling with TTY & Real-time Text:** Due to technical limitations, **Wi-Fi Calling cannot be used with TTY devices and will not support TTY 911 calls.**

Persons with communications disabilities can use Real Time Text ([att.com/RTT](http://att.com/RTT)) as an alternative to TTY. 911 services can be reached by either (1) calling 911 using Real Time Text, (2) calling 911 directly using a TTY device over the cellular network or from a landline telephone, (3) sending a text message to 911 directly, (4) using relay services to place a TTY or captioned telephone services (CTS) call from a wireless phone or from a landline telephone, or (5) using relay services to place a IP Relay or IP CTS call over a cellular or IP network.

**911 Call Routing:** 911 calls using Wi-Fi Calling will first attempt to route to the appropriate emergency response center using automatic location information from your Device or, if that fails, the Emergency Address (no P.O. Boxes) entered in your Wi-Fi Calling settings. To set up Wi-Fi Calling you will need to enter a US address. You can change your Emergency Address at any time by selecting "Update Emergency Address" in your Wi-Fi Calling menu. To ensure proper routing of 911 calls update your Emergency Address as needed. 911 service may be delayed or unavailable if automatic location information is unavailable or if using Wi-Fi Calling from a location different from the Emergency Address you entered.

**You acknowledge that you received and understand the foregoing information about 911 calls using Wi-Fi Calling as an AT&T Wireless Service customer, and you further agree that if you dial 911 on a Device using Wi-Fi Calling, AT&T may treat the automatic location information transmitted by your Device as your temporarily updated Wi-Fi Calling Emergency Address.**

**2.11 Your Device**

A voice plan is required on all voice-capable Devices, unless specifically noted otherwise in the terms governing your rate plan. An eligible rate plan is required for certain types of Devices, including smartphones. A tethering plan may be required to enable tethering on a compatible Device, depending on the terms of your rate plan.

**2.11.1 Terms Applicable to Use of Your Device with Wireless Service:** We may periodically change your Device's preloaded software, apps or programming remotely, without notice (e.g., to update Device software or direct your Device to use network services most appropriate for your typical usage). We may also remotely program or reconfigure your Device upon activation on the AT&T network and at other times, as well as install additional software and apps.

You cannot (nor can you allow anyone else to) make any modifications to any Device purchased from AT&T or its programming to enable it to operate on any other system, except in accordance with the AT&T Device Unlock Policy found at [att.com/deviceunlock](http://att.com/deviceunlock). We may, at our sole discretion, modify the programming of your Device to enable operation on other systems. You may not tamper with, replace, or modify your Device operating system from its original equipment manufacturer specifications and capabilities.

You are solely responsible for complying with United States Export Control laws and regulations and the import laws and regulations of foreign countries when traveling internationally with your Device.

**2.11.2 Stolen or Lost Device:** Contact us immediately to report your Device as lost or stolen so we can suspend your Wireless Service. If you receive your bill and there are charges for unauthorized usage after you reported your Device as lost or stolen, you must notify us of the unauthorized charges within 30 days. While your phone is suspended you will remain responsible for complying with all other obligations under this Agreement, including, but not limited to paying your monthly Service charges. **You can report your Device as lost or stolen by contacting us at 800.331.0500 if you are in the United States, or (+1)916.843.4685 if you are abroad. FirstNet individual users should contact us at 800.574.7000.** If you have not received a courtesy suspension of monthly Service charges during the previous year, you may request a courtesy suspension until you replace or recover your Device (up to 30 days).

**2.11.3 Unlocking a Device:** Your Device may have been programmed with a SIM lock which prevents it from operating with other wireless carriers' networks. If you wish to use your Device with another wireless carrier, you must enter an unlock code to unlock the phone. You can find out whether you meet the eligibility criteria in our Device Unlock Policy and, if eligible, obtain unlock instructions by visiting [att.com/deviceunlock](http://att.com/deviceunlock).

**2.12 AT&T Use of Location Information**

AT&T collects information about the location of your Device from our network and from your Device. We monitor, collect, and use this location information, together with other information we get from our network and your Device, to provide Wireless Service to you. We also use it to maintain and improve our network and the quality of your wireless experience.

**For more information about the how we may collect and use information, including location, please refer to the AT&T Privacy Policy at [att.com/privacy](http://att.com/privacy). FirstNet individual users should review the FirstNet Privacy Policy at [firstnet.com](http://firstnet.com).**

**2.13 NOTICE REGARDING TRANSMISSION OF WIRELESS EMERGENCY ALERTS (Commercial Mobile Alert Service)**

AT&T has chosen to offer, at no additional charge, wireless emergency alerts, including enhanced geo-targeting (where selected by the alert originator and supported by the handset), within portions of its service area, as defined by this Agreement, on wireless emergency alert capable Devices.

Wireless emergency alerts, including enhanced geo-targeting (where selected by the alert originator and supported by the handset), may not be available on all Devices or in the entire service area, or if a subscriber is outside of the AT&T service area. In areas in which the emergency alerts are transmitted, such alerts may not be received even though a Device is capable of receiving them. For details on the availability of this service and wireless emergency alert capable devices, including the availability and benefits of enhanced geo-targeting (where selected by the alert originator and supported by the handset), please ask a sales representative, or go to [att.com/support/article/wireless/KM1009041](http://att.com/support/article/wireless/KM1009041). This notice is required by FCC Rule 47 C.F.R. § 10.240 (Commercial Mobile Alert Service).

In transmitting emergency alerts pursuant to federal law, AT&T, including its officers, directors, employees, vendors, assignees, successors and agents, shall not be liable to any subscriber to, or user of, AT&T's Wireless Service or Equipment for any act or omission related to or any harm resulting from the transmission of, or the failure to transmit, an emergency alert; or the release to a government entity or agency, public safety, fire service, law enforcement official, emergency medical service, or emergency facility of subscriber information used in connection with delivering an emergency alert.

**2.14 Mobile Content**

You understand that Devices can be used to acquire or purchase goods, content, and services (including subscription plans), such as ring tones, graphics, games, applications and news alerts from AT&T or other companies ("Content").

You have full-time access to your Content purchase transaction history on our website. You may contest and seek refunds for unauthorized purchases and purchases with which you are not satisfied, but such refunds are not guaranteed. AT&T reserves the right to restrict Content purchases or terminate the Account of anyone who seeks refunds on improper grounds or otherwise abuses this Service.

Actual Content may vary based on the Device capabilities. Content may be delivered in multiple messages. Content charges are incurred at the stated one-time download rate or subscription rate, plus a per kilobyte or per megabyte default pay per use charge for the Content transport when delivered, unless you have a data or rate plan and such charges appear separately on your bill. You may be charged each time you download Content. Data Service charges may apply in addition to Content charges.

**2.15 Charges, Billing and Payment**

**2.15.1 Charges:** You are responsible for all charges incurred on your Account. We bill most Wireless Service one month in advance. In addition to charges authorized elsewhere in this Agreement (including subsection 1.9), your bill may include:

- the monthly cost of the rate plan you have selected;
- Device and other installment plan payments, if you purchased your Device or other services under an AT&T installment plan;
- optional services, charges for Content, Third Party Charges, and other purchases billed to your Account;

- pay-per-use and overage charges;
- other charges and AT&T fees described below; and
- occasional fees for special Account assistance as discussed below.

Some usage charges, such as those that depend on information from a third party, may be billed in subsequent bill cycles after the charges have been incurred.

Additional charges may include, but are not limited to:

**Third Party Charges.** You can make donations and purchase goods, Content, apps, and services (including subscriptions) from certain other companies ("Third Party Charges") or us by billing those charges to your wireless Account. You are responsible for all authorized third party charges which will appear in a separate section of your bill. **You can prevent third party purchases by adding Purchase Blocker to your Account through your myAT&T app or call Customer Service at 800.331.0500.** Also, usage by others can be restricted by use of parental controls or similar features, visit [att.com/securefamily](http://att.com/securefamily) to learn more.

**AT&T Monthly Fees** include but are not limited to the following: an AT&T Administrative Fee charged to help AT&T recover a portion of certain expenses AT&T incurs, including but not limited to: (a) charges AT&T or its agents pay to interconnect with other carriers to deliver calls from AT&T customers to their customers; and (b) charges associated with cell site rents and maintenance; and, an AT&T Regulatory Cost Recovery Fee charged to help AT&T recover the cost of: (a) government fees imposed on AT&T and (b) complying with government imposed regulatory requirements. These and other AT&T Fees are not taxes or charges which the government requires AT&T to collect from its customers. The amounts we charge may change. See [att.com/mobilityfees](http://att.com/mobilityfees) for more info.

**Online Fee Schedule.** For additional information on fees that may appear on your bill and that you agree to pay, please visit [att.com/mobilityfees](http://att.com/mobilityfees).

**2.15.2 Billing:** Unless agreed to otherwise when you subscribe, you may receive an electronic (paperless) bill at AT&T's online account management site ([att.com/myatt](http://att.com/myatt) or the myAT&T app, collectively "myAT&T") unless you tell us you want a paper bill. If you have electronic billing, each month we will send you an email notice to your official email address on file with AT&T when your electronic bill is available online. You may review your monthly bill or switch back to a paper bill by changing your billing preferences at myAT&T. FirstNet individual users can manage their billing through FirstNet Central at [firstnetcentral.firstnet.com/](http://firstnetcentral.firstnet.com/).

**2.15.3 Primary Place of Use:** To determine your primary place of use ("PPU") and which jurisdiction's taxes and assessments to collect, you're required to provide us with your street address. If you don't provide us with such address, or if it falls outside our licensed Services area, we may either reasonably designate a PPU within the licensed Services area for you or discontinue service. You must live and have a mailing address within AT&T's owned network coverage area or its assignee's or successor's.

**2.15.4 Calculation of Charges:** Usage and monthly fees will be billed as specified in your rate plan terms of service. Your Customer Service Summary also provides an estimate of your total monthly bill.

If you select a rate plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, messages, or data), unless otherwise specifically provided as a part of such rate plan, any unused allotment of Services from one billing cycle will not carry over to any other billing cycle.

Usage on networks not owned by AT&T is limited as provided in your rate plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber.

**2.15.4.1 Voice Service/Calls:** Voice calls on our network will incur per-minute voice airtime charges unless specified otherwise in your rate plan. We round any fraction of a minute up to the next full minute. For outgoing calls, billable time may start either when you first press Send or when the call connects to a network, and for incoming calls, it starts when the call connects to a network (which may be before it rings). Usage time may end several seconds after you press End or after the call disconnects. For calls made on our network, we charge only for calls that are answered, including by machines.

**2.15.4.2 Messaging Service/Text, Picture, Video, and Rich Communication Messages:** If your rate plan does not include unlimited or an allotment of messaging, standard pay-per-use rates apply when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. Generally, one text message equals 160 characters; however, text messages that include special characters, like emojis or non-Latin alphabet characters may be limited to 70 characters. Text messages that exceed the character limit will be charged as multiple individual messages according to your rate plan. Messaging Service can deliver video and pictures messages (MMS) up to only 1MB in size, or up to 100MB in size with RCS. AT&T reserves the right to change the message size limit at any time. Messages sent to tablets, laptops, or other connected Devices are excluded from unlimited messaging plans or plans including unlimited messaging. You are charged for each part of messages that you send or receive in multiple parts. Message rates apply whether the message is read, unread, solicited, or unsolicited. Messages sent through applications may incur data usage charges.

Plans that do not provide for unlimited messaging are subject to the following provisions:

SMS and MMS messages are rated at 160 characters per message. Messages larger than 160 characters will be rated as an additional message. You are charged for each part of messages that are delivered to you in multiple parts. Premium SMS and MMS messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S. or while outside the U.S. Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received. Text, Picture, and Video messages are charged when sent or received, whether read or unread, solicited or unsolicited.

With Advanced Messaging (RCS) chat, your wireless rate plan's SMS and MMS rates apply. Each text/file attachment counts and is charged as a separate SMS/MMS. If you do not enroll in a monthly recurring plan for messaging or data, you may still have access to messaging and data and be charged on a pay-per-use basis if you use those Services.

**2.15.4.3 Data Service:** Data Service usage is calculated and billed in full KB or MB increments, as applicable, based on your rate plan. Actual data usage is rounded up to the next full KB or MB at the end of each data session for billing purposes. AT&T calculates a full KB or MB usage for every fraction of the last KB or MB of data usage occurring in each session. The full KBs or MBs calculated for each data session during a billing period are added together to determine billing. Network overhead, software update requests, email notifications, and resend requests caused by network errors can increase measured KBs or MBs. A data session started on our network will continue until the session ends, even when you connect to a Wi-Fi network after the session starts. For example, if you start to

download an audio file using cellular data and then connect to a Wi-Fi network while the audio file is still downloading, your audio file will continue to finish downloading over the cellular network. Your bill may not separately identify the data usage attributable to your use of specific sites, sessions or services used.

Data use occurs whenever your Device is connected to our network and is engaged in any data transmission, including those you initiate, or those running automatically in the background without your knowledge and whether the data transmission successful or not. Some applications, content, programs and software on your Device (including both downloads and preloads) automatically and regularly send and receive data transmission in order to function properly, without you affirmatively initiating the request and without your knowledge.

Your rate plan data allowance is limited to usage in the United States, unless service in other locations is included in your rate plan or international roaming is included as part of your rate plan or package.

**Data Overage:** Once you exceed your monthly data allowance (including any available data, such as Bonus Data or Rollover Data), during your billing period, you may automatically be provided with additional increments of data and charged as specified in your rate plan. Data overage can be used only in the bill period for which it was provided and does not rollover.

**2.15.5 Delayed Billing:** Billing of usage for calls, messages, data or other Wireless Services (such as usage when roaming on other carriers' networks, including internationally) may occasionally be delayed. Such usage charges may appear in a later billing cycle and will be deducted from any applicable allotments for that month, regardless of when the usage actually occurred, even if this results in additional charges for that month.

## **2.16 Miscellaneous Services**

**2.16.1 AT&T Roadside Assistance:** AT&T Roadside Assistance ("RA") is an optional feature that may be purchased separately and automatically billed to the wireless Account. RA service is provided by American Traveler Motor Club, Inc., a licensed motor club. For complete RA Terms and Conditions, refer to your RA Welcome Kit or go to [att.com/roadside](http://att.com/roadside).

**2.16.2 Optional AT&T Mobile Insurance, AT&T Protect Advantage for 1, and AT&T Protect Advantage for 4:** If eligible, you have 30 days from activation or upgrade to enroll in optional AT&T Protect Advantage for 1 or AT&T Protect Advantage for 4. For details visit [att.com/protectadvantage](http://att.com/protectadvantage). AT&T Mobile Insurance and the insurance component of AT&T Protect Advantage for 1 and AT&T Protect Advantage for 4 are underwritten by Continental Casualty Company, a CNA company (CNA) and administered by Asurion Protection Services, LLC (in California, Asurion Protection Services Insurance Agency, LLC, CA Lic. #OD63161, in Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.), licensed agent of CNA. Protect Extended Service Contract for 1 and 4 are provided by Asurion Warranty Protection Services, LLC, or one of its affiliates.

AT&T may change the insurer, service contract obligor and/or administrator for the AT&T device protection program at any time with advance notice. You will have the right to opt out by cancelling your enrollment in the program. However, if you continue to pay the charges for the program after we inform you of such a change, you will be presumed to have consented to be enrolled under the new insurer's group insurance policy and service contract, although you have the right to cancel at any time.

**2.16.3 Lifeline Services:** As part of a federal government program, AT&T offers discounted wireless service to qualified low-income residents in selected states. For questions or to apply for Lifeline service, call 800.377.9450. For tips on how to protect against fraud, please visit the CPUC's website at, [CalPhoneInfo.com](http://CalPhoneInfo.com).

**2.16.4 AT&T Wireless Internet Service:** AT&T Wireless Internet service (formerly Wireless Home Phone and Internet service or WHPI) uses mobile wireless gateway equipment called an AT&T Wireless Internet device ("WI Device"). With AT&T Wireless Internet service, the WI Device allows you to connect a landline phone to place and receive calls, and to connect up to eleven internet-capable devices (one via Ethernet and ten via Wi-Fi) to have mobile broadband internet access over the AT&T wireless network. See Section 2 for more information about how AT&T Wireless Service works.

AT&T Wireless Internet service requires that you subscribe to an eligible wireless rate plan to take advantage of one or both capabilities. Tiered shared rate plan options allow you to share a monthly allotment of domestic wireless talk, text, and/or data usage among your connected internet-capable devices. If your usage exceeds the monthly allotment of the plan you select during a billing period, you automatically will be charged for overages or your data may be slowed as specified in your plan. If you do not use all of the monthly allotment(s) of the plan you select during a billing period (or Rollover period, as applicable), you forfeit that usage.

If your WI Device is used to roam on other carrier networks, AT&T's off-net usage restrictions apply. Messaging services and international roaming are not supported by AT&T Wireless Internet service. If you use a wireless rate plan not designed for AT&T Wireless Internet service with your WI Device, AT&T reserves the right to switch you to an appropriate plan and bill you the associated charges for such plan.

**911 calls are routed based on the wireless network's automatic location technology. You should expect to provide your location address to the emergency response center responsible for sending first responders (e.g., police, medical assistance, or fire) to your location. The WI Device has battery backup power and will work in the event of a power outage. However, if you connect a landline phone to the WI Device that itself requires external electric power to operate (e.g., a cordless phone), you will not be able to place and receive calls over that phone during a power outage.**

Please note that AT&T Wireless Internet service is different from AT&T Fixed Wireless Internet, which is discussed in subsection 6.14.2.

## **2.17 Disclaimer of Warranties and Limitations of Liability for Wireless Service**

**2.17.1 Disclaimer of Warranties:** Unless prohibited by law, the following limitations of liability apply in addition to the disclaimers in Section 1.6. We make no warranty, express or implied, of merchantability or fitness for a particular purpose, suitability, accuracy, security, or performance regarding any Device, Wireless Service, Software or applications. Because of inherent limitations in wireless communications, and because we cannot control your choice or use of wireless Devices, to the maximum extent permitted by law, in no event will AT&T be liable, for any:

- act or omission of a third party we do not control;
- damage or injury caused by third party information, applications or content (e.g. apps, games, etc.) preloaded, accessible, or used through your Device;
- damage or injury caused by interruptions, failures to transmit, or delays in the Wireless Service provided by or through us;
- damage or injury caused by your use of Wireless Service provided by us while you are operating a vehicle;
- claims against you by third parties;

- unauthorized access to your Device, Wireless Service, or AT&T Account;
- damage or injury caused by a suspension or termination of Wireless Service by AT&T; or
- damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service.

**2.17.2 Limitations of Liability for Wireless Service:** In addition to the limitations of liability set forth in Section 1.7, your Wireless Service is also subject to the following additional limitations of liability.

Not all plans or Wireless Services are available for purchase or use in all sales channels, in all areas or with all Devices. AT&T is not responsible for loss or disclosure of any information you transmit or provide to us. AT&T's Wireless Services are not equivalent to wireline internet. AT&T is not responsible for nonproprietary services or their effects on Devices.

We may, but does not have the obligation to, refuse to transmit any information through the Wireless Services and may screen and delete information prior to delivery of that information to you. There are gaps in service within the Wireless Services areas shown on coverage maps, which, by their nature, are only approximations of actual coverage.

Notwithstanding the foregoing, if your Wireless Service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly Service fee for the time period your Service was unavailable, not to exceed the monthly Service fee. Our liability to you for Service failures is limited solely to the credit set forth above. AT&T is not liable to you for changes in operation or technology that cause or render your Device and/or software to be obsolete or require modification.

## **2.18 Terms That Apply Only To Specific States**

**2.18.1 California:** Unauthorized Charges: You are not liable for charges you did not authorize, but the fact that a call was placed from your Device is evidence that the call was authorized. Unauthorized charges may include calls made to or from your phone or other Device after it was lost or stolen. Once you report to us that the Device is lost or stolen, and your Device is suspended, you will not be responsible for subsequent charges incurred by that Device. You can report your Device as lost or stolen and suspend Services without a charge by contacting us at the phone number listed on your bill or at [att.com/my/#!/suspendrestore](http://att.com/my/#!/suspendrestore).

If you notify us of any charges on your bill you claim are unauthorized, we will investigate. If there are charges on your bill for calls made after the Device was lost or stolen, but before you reported it to us, notify us of the disputed charges and we will investigate. You may submit documents, statements and other information to show any charges were not authorized. We will advise you of the result of our investigation within 30 days. If you do not agree with the outcome, you may file a complaint with the California Public Utilities Commission and you may have other legal rights. While an investigation is underway, you do not have to pay any charges you dispute or associated late charges, and we will not send the disputed amount to collection or file an adverse credit report about it. While your phone is suspended you will remain responsible for complying with all other obligations under this Agreement, including but not limited to, your monthly fee. We both have a duty to act in good faith and in a reasonable and responsible manner including in connection with the loss or theft of your Device.

**2.18.2 Connecticut:** Questions About Your Service: If you have any questions or concerns about your AT&T Service, please call Customer Care at 800.331.0500, dial 611 from your wireless phone, or visit [att.com/wireless](http://att.com/wireless). If you have questions about the Unlimited Local or Unlimited Long Distance Service, please call 800.288.2020 or visit [att.com](http://att.com). If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Public Utilities Regulatory Authority (PURA). Online: [ct.gov/pura](http://ct.gov/pura); Phone: 800.382.4586; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

**2.18.3 Puerto Rico:** If you are a Puerto Rico customer and we cannot resolve your issue, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave Roberto H. Todd, (Parada 18), San Juan, Puerto Rico 00907-3941; Phone: 787.756.0804 or 866.578.5500; Online: [jrtrp.gobierno.pr](http://jrtrp.gobierno.pr), in addition to having available arbitration, as provided in Section 1.3.

## **3. Terms that Apply Only to AT&T PREPAID Customers**

### **3.1 Applicability of this Section**

This Section 3 pertains only to AT&T PREPAID customers, including AT&T PREPAID Multi-Line customers.

### **3.2 Charges**

AT&T will not provide you with monthly bills. You may access your Account on our website, via the myAT&T app, by calling customer service, or by visiting an AT&T store. You are responsible for paying all charges for Services provided under this Agreement (such as subsection 1.9), including charges made by any person you permit to have direct or indirect access to your Device even if you did not authorize its use. These include but are not limited to (a) access charges; (b) usage charges; (c) charges for features and/or add-ons; (d) taxes, fees and other assessments imposed by the government that we are required to collect and remit to the government; (e) other fees and charges as set forth at [att.com/mobilityfees](http://att.com/mobilityfees); and (f) surcharges that we collect and retain from our customers that include, but are not limited to, Federal or State Universal Service fees, regulatory charges, and government taxes or fees imposed on gross receipts, sales and/or property that we incur in providing services to our customers. In some jurisdictions, certain recurring fees or taxes are included in the rate plan charge each month pursuant to applicable state or local law. For more info, see [att.com/shop/en/wireless/prepaidE911.html](http://att.com/shop/en/wireless/prepaidE911.html).

### **3.3 Payment and Cancellation**

You must make a payment to your Account within 26 days of activation or your Account will be canceled. Active service requires Account payment in full for monthly plans and minimum \$25 Account payment for per minute and daily plans. If required, AT&T will refund the applicable activation fee if you cancel your service within the first 3 days of activation. **AT&T PREPAID cards and other account payments are nontransferable and nonrefundable.** The \*888\* command for payment only works with PINS/Cards purchased from AT&T-owned retail stores and select authorized retail locations and may not work on all Device types. Amounts deposited into your Account expire in accordance with the stated payment denomination expiration period (\$10-\$24 payments expire in 30 days, \$25 to \$99 in 90 days, \$100 or more in 365 days). Unused Account balance forfeited upon expiration. If you are on a monthly plan, including one that requires one payment for multiple months of service, the applicable plan charge will automatically be deducted from your Account balance at the end of the day (11:59pm Central Time) on your plan's payment due date. **Applicable plan charge for any AT&T PREPAID plan is not refundable and not exchangeable, and any unused services of your plan are forfeited if you change to another plan during your plan's period.** If your Account balance is insufficient to pay the applicable plan charge, you will not be able to use your plan services, data services, or any pay-per-use services until you make a payment to your AT&T PREPAID account with the applicable

amount or your plan is renewed. AT&T PREPAID accounts for phone plans will be canceled 60 days after expiration. AT&T PREPAID Accounts for data plans will be canceled 365 days after expiration. A new wireless phone number is required to reactivate service once Account is canceled.

### **3.4 Devices**

Devices sold under the AT&T PREPAID brand are sold exclusively for use with AT&T PREPAID service, are designed for use only on the AT&T network and may not function on other wireless networks. By purchasing a Device designed for use with AT&T PREPAID service, you agree to activate and use it with AT&T PREPAID service. You also agree that you will not make, nor will you assist others to make, any modifications to any Device or programming to enable it to operate on any other system or network except in accordance with the Device Unlock Policy found at [att.com/prepaiddeviceunlock](http://att.com/prepaiddeviceunlock). AT&T may, at its sole and absolute discretion, modify the programming to enable the operation of the Device on other systems. You understand and acknowledge that Devices designed for use with AT&T PREPAID service are sold solely for use with the AT&T network and that AT&T will be significantly damaged if you use or assist others to use our Devices for any other purpose. You also agree not to take any action to circumvent limits on the quantity of Devices that may be purchased. You will be liable to AT&T for any damages resulting from conduct prohibited in this section.

### **3.5 Monthly Plans**

Monthly plans are good for 30 days at applicable charge. Monthly plans expire at 11:59 p.m. C.S.T. on the 30th day. When you first activate a plan, the day that the plan is activated counts as the first full day and counts toward the first 30 days, so your plan may be less than a full thirty days during the first month, depending on the time of plan activation.

### **3.6 Voice, Data & Messaging Services for Mobile Phones**

Nationwide voice minutes included in plans are intended for domestic use only unless on a Monthly plan that includes in-country calls while in Mexico & Canada. Calling from the U.S. includes calling from the United States. Additional charges apply to all other calls. For information on per-minute rates and Add-Ons for international long distance calls, visit [att.com/prepaidintl](http://att.com/prepaidintl). Wi-Fi Calling requires Wi-Fi Calling-capable smartphone, AT&T PREPAID Account provisioned with HD Voice, Wi-Fi network, and eligible rate plan (excludes pay per use plans). Unlimited messaging includes unlimited text, picture and video messages within the U.S. (and in Mexico and Canada on plans that include usage in Mexico & Canada) and to select countries. For a list of countries, go to [att.com/prepaidIntlText](http://att.com/prepaidIntlText).

**3.6.1 Pay-Per-Minute Plans:** In a Pay-Per-Minute plan, Voice calls, text messages and data usage are charged at then prevailing per minute/per message/per usage rates. Pay-per-use data service is available only on basic and messaging phones.

**3.6.2 Daily Plans:** Daily plans include unlimited nationwide calling and unlimited messaging for a rate charge assessed and paid each day phone is used to make or receive voice calls, including a call to voice mailbox, or send a text or picture/video/sound message. The day for purposes of Daily plan rate charge starts when you make a call, accept an incoming call, or send a message and ends 24 hours later. If you move in or out of Wi-Fi coverage during a Wi-Fi call when your 24 hours expires, a new 24-hour period will begin and the daily plan charge will apply. A minimum Account balance sufficient to pay Daily plan rate charge required to place or receive first call of the day or send a message. Pay-per-use data service is automatically available for basic and messaging phones at then prevailing pay-per-use data rate. A Data Add-On is available for an additional charge for all Device types. Once Data Add-On is depleted, basic/messaging phone users will automatically revert to pay-per-use data. To continue using data on a smartphone, customer must purchase another Data Add-On or be restricted to Wi-Fi.

**3.6.3 Monthly Plans:** Monthly plans include unlimited nationwide calling and unlimited messaging. Certain Monthly plans may include data service. Data availability and allotments vary by plan. Certain Monthly plans for smartphones include a high-speed data allowance and, thereafter, unlimited data usage at reduced data speeds of up to 128 Kbps for the rest of the 30-day plan term. Certain Monthly plans have 5G Access. 5G service requires a compatible 5G device. 5G service is not available everywhere. See [att.com/5Gforyou](http://att.com/5Gforyou) for details. Actual speeds vary by Device and location. For specific data allowance and speeds on these plans and other details, see [att.com/prepaidplans](http://att.com/prepaidplans). Data Add-On available on certain Monthly plans for an additional cost. Pay-per-use data not available on Monthly plans.

### **3.7 Add-ons**

Add-ons are good for 30 days, except the International Travel and BridgePay Add-Ons, which are good for 7 days. Add-Ons expire at 11:59 p.m. C.S.T. on the last day of the term, except for Daily Data Add-Ons, which expire 24 hours after you purchase the Add-On. When you first activate an Add-On, the day that the plan is activated counts as the first full day and counts toward the number of days in the term. You must have an active (not expired) plan to purchase, use, or renew an Add-On, with the exception of the BridgePay Add-On. If your Account balance expires before the last day of the Add-On term, Add-On cannot be used and the remaining time on Add-On will continue to run unless you add money to your Account during the Add-On period. Renew an Add-On before its expiration date and any unused allotment will roll over to your renewed Add-On time period. Unlimited Add-Ons and the East Asia/India and Latin America/Caribbean Add-Ons do not roll over. Standard rates apply if Add-On not renewed.

**3.7.1 Monthly Data Add-Ons:** When you add a data Add-On to a Monthly or Multi-Month plan that includes a data allotment, the use of data will be counted first against your data Add-On and then against the data allotment of your plan. If you renew your plan during the term of your data Add-On, any data remaining in your data Add-On will continue to be used until the data Add-On expires or is depleted.

**3.7.2 Daily Data Add-Ons:** The Data Day Pass Add-On for the Daily plan begins at the time you purchase the Add-On and ends 24 hours later. After data Add-On expires or is depleted, usage will be charged according to your underlying plan.

**3.7.3 Hotspot Data Add-Ons:** When you add a hotspot data Add-On to a Monthly or Multi-Month plan that includes a hotspot data allotment, the use of data will be counted first against your hotspot data Add-On and then against the hotspot data allotment in your plan. If a Monthly plan includes a hotspot data allotment, the unused portion of the hotspot data allotment in your plan will remain available for use until the last day of your monthly plan term, provided you deplete your hotspot data Add-On. If you renew your plan during the term of your hotspot data Add-On, any data remaining in your hotspot data Add-On will continue to be used until the hotspot data Add-On expires or is depleted.

**3.7.4 Monthly Messaging Add-Ons:** A Monthly Messaging Add-On may be added only to the Pay-Per-Minute plan.

**3.7.5 Monthly International Calling Add-Ons:** Countries and/or call destinations not included in International Calling Add-Ons are charged at standard pay-per-use rates for international long distance. For details on pay-per-use charges and International Calling Add-Ons, go to [att.com/prepaidintl](http://att.com/prepaidintl). International Calling Add-Ons with an allotment of minutes may not be purchased more than twice within any 30 day period, or AT&T reserves the right to block international calling and/or suspend or terminate your AT&T PREPAID service.

**3.7.6 International Travel Add-On:** Requires an HD Voice capable device and an active monthly plan. For a list of countries, see [att.com/prepaidintl](http://att.com/prepaidintl).

**3.7.7 AT&T PREPAID WHS International Long Distance Add-On:** The AT&T PREPAID WHS International Long Distance Add-On contains an allotment of minutes from the U.S. to specific countries. This Add-On can only be added to AT&T PREPAID Wireless Home Phone or Wireless Home Phone & Internet Monthly plans. For a list of countries and details, see [att.com/prepaidwirelesshome](http://att.com/prepaidwirelesshome).

### **3.8 Pay-Per-Use Text/Picture/Video Messaging**

There is a charge per message sent or received, whether read or unread, delivered or undelivered, solicited or unsolicited.

### **3.9 Data**

International data roaming is not available on AT&T PREPAID plans (except plans that include use of plan data in Mexico and Canada).

**3.9.1 Data Only Plans:** Data only plans are available for use on eligible smartphones, tablets, and stand-alone mobile hotspot devices only.

**3.9.2 Video Streaming:** Eligible content recognized as video will stream in SD (about 480p, max 1.5 Mbps). Ability to stream, video resolution and speed are not guaranteed and are affected by other factors. If two or more tethered devices are watching video from the same source at the same time, we may identify it as a single video and slow the speeds collectively to a max of 1.5 Mbps, which may impair your ability to watch video on these tethered devices. You can pause video on all but one of the tethered devices, or watch video from different sources to resolve this issue. See [att.com/stream saver](http://att.com/stream saver) for details. **For plans that include Stream Saver:** You can turn it off any time at [att.com/myatt](http://att.com/myatt) for access to HD video, if available.

### **3.10 Conference Calling and Call Forwarding**

If your use of conference calling, including any variation thereof, or call forwarding exceeds 750 minutes per month, AT&T may, at its option, impose a per minute usage charge for all calling over 750 minutes using one or more of these features, terminate your service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions

### **3.11 Off-net Usage**

For a listing of available off-net and international roaming locations, where per-minute usage or roaming rates apply, go to [att.com/prepaid/static-pages/ild-add-ons-ppu/](http://att.com/prepaid/static-pages/ild-add-ons-ppu/). For additional terms and limitations applicable to Off-net Usage, please refer to Sections 2.8 and 2.8.1.

### **3.12 AT&T PREPAID Wireless Home Internet Services**

AT&T Wireless Home Internet ("AWHI") for AT&T PREPAID customers requires an eligible device and an AT&T PREPAID AWHI monthly data plan. Plan good for 30 days. See sections 2.16.4 and 7.14.1 for additional terms.

### **3.13 AT&T PREPAID Multi-Line**

**Activation, acceptance of an invitation to join, and/or use of a AT&T PREPAID Multi-Line Account constitutes acceptance of these Service Terms.** In the event of a conflict between the terms and conditions in this subsection [3.13.1 through 3.13.5] and other terms, these terms in this subsection will control.

**3.13.1 AT&T PREPAID Multi-Line Account:** For details on eligible phone plans, go to [att.com/multiline](http://att.com/multiline). AT&T reserves the right to change the number of allowable lines on Multi-Line Accounts without notice. One payment due date is established for all lines on the Multi-Line Account. Limit one rate plan change per line, per plan term.

**3.13.2 Plan Data Proration:** When a line ("Member") is added to the Multi-Line Account during the plan term, the high-speed data allowance for the Member's plan is pro-rated based on the number of days remaining in the Multi-Line Account term. The high-speed data allowance is also pro-rated any time the Account Owner changes the monthly plan for any line, including the Account Owner's line, after establishing the Multi-Line Account.

### **3.13.3 CONSENT TO DISCLOSE CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI), INCLUDING PLAN AND OTHER ACCOUNT INFORMATION TO ACCOUNT OWNER: BY ACCEPTING AN INVITATION TO JOIN AN ACCOUNT OWNER'S MULTI-LINE ACCOUNT OR BY USING AT&T PREPAID SERVICES WHILE PART OF A MULTI-LINE ACCOUNT, THE MEMBER CONSENTS TO DISCLOSURE OF CPNI AS DISCUSSED IN THIS PARAGRAPH.**

CPNI is information that relates to the type of telecommunications services you currently purchase, how you use them, and the billing information related to those services, including plan, calling details, type of wireless services and other items relating to your wireless telecommunications services. Once a Member joins a Multi-Line Account, the Member's AT&T PREPAID Account information, including account history, plan information, call detail records, billing information, and voice and data usage information, will be shared with and accessible by the Account Owner of the Multi-Line Account. The Member has the right to restrict the disclosure of the Member's CPNI and other account information to the Account Owner. Restricting disclosure of the Member's CPNI will not affect any other service(s) to which the Member currently subscribes from AT&T, however, it will prevent the Member from being able to join an AT&T PREPAID Multi-Line Account, since this information (CPNI) is necessary for the Account Owner to manage the Multi-Line Account. The Member's CPNI authorization is effective until the Member revokes it by removing the Member's line(s) from a Multi-Line Account.

**3.13.4 Payment and Balance:** Account Owner is responsible for paying monthly plan charges for all lines on Multi-Line Account. Members continue to select and pay for optional Add-Ons or pay-per-use services out of their own AT&T PREPAID Account balance. Upon adding a Member line to the Multi-Line Account, full monthly payment will be due to activate Member's service but a pro-rated credit will be issued to the Account Owner's account for the Member's unused plan term, if applicable. A prorated credit may also be issued to the Account Owner for unused days of the Member's prior monthly plan (prior to joining the Multi-Line Account), if applicable (one credit per 30 days). Applicable plan charge for each line on the Multi-Line Account for each renewal period will be automatically deducted from the Account Owner's Account balance at the end of the day (11:59pm Central Time) on the plan renewal date. The total payment due for all lines must be paid in order to renew service. **Applicable plan charge for any AT&T PREPAID plan is not refundable and not exchangeable, and any unused services of the plan are forfeited if the Account Owner changes to another plan during the plan term.** If Account Owner's Account balance is insufficient to pay the applicable plan charges for all lines on the Multi-Line Account, plan services, data services, or any pay-per-use services will be unavailable until Account Owner renews all lines. Unused Account balance is forfeited upon expiration.

**3.13.5 Account Access:** You authorize us to provide CPNI and other account information to the Account Owner, and to allow the Account Owner to make changes to the Multi-Line Account, including new or extended service commitments and the purchase of products and/or services, upon the direction of any person able to

provide information we deem sufficient to identify the person as the Account Owner. Such access will include, but is not limited to, the ability to view Multi-Line Account information, make changes to the plans under the Multi-Line Account, perform upgrades, and view payment information.

### **3.14 AT&T Personal Cloud**

Requires eligible rate plan and AT&T Personal Cloud app to utilize cloud storage. If rate plan that includes feature or AT&T Personal Cloud Add-On is not renewed, you will be unable to upload to your Personal Cloud and all stored content will be permanently deleted within 30 days. If you port out your number, you will immediately lose access to stored content; make sure to move your Personal Cloud stored content before porting out a line that has this feature.

## **4. Terms that Apply Only to DataConnect Pass Plan / Session Based Wireless Data Services**

### **4.1 Applicability of this Section**

This Section 4 pertains only to session-based data services provided to you with access to AT&T's wireless data services, including but not limited to, features that may be used with Data Services and are offered pursuant to the Plans below. Data Services are only provided for prescribed purposes.

### **4.2 AT&T Data Plans ("Plans")**

Plans can only be used on AT&T's wireless network and with select roaming carriers, depending on the Plan selected. Plans require a Device capable of working on AT&T's wireless network. You acknowledge that when your allotment of data usage expires, any downloads of products or services will cease and AT&T is not responsible for any fees you must pay to download the product or service again. AT&T may send alerts to your Device and/or email to notify you of any data usage and/or days remaining on your Plan. These are courtesy alerts. There is no guarantee you will receive such alerts and, by the time you receive them, your actual data usage and/or the days remaining on your Plan may already have expired, or be different than what is described in the alert. All sales are final and discounts are not available for these Plans. Payments are non-refundable. There is no separate charge to change a Plan or to cancel. Customers are responsible for provisioning and managing their Plans. AT&T reserves the right to change these terms and Plans, and to suspend your Account if Devices other than the registered Device are used with the Plans. Plans include access to available public AT&T Wi-Fi Hot Spots. Availability and quality of coverage, and access to Data Services while roaming are not guaranteed.

**4.2.1 Domestic Plans:** Domestic Plans may be purchased with a data usage allotment measured in MBs or GBs, for a specified period of time, as defined in the Plan. The specified period of time begins to expire immediately upon plan activation, whether or not you are using the service. If you purchase a Domestic Plan with a data usage allotment and you use all of your allotment prior to the expiration of the specified period, your access to our Data Services will cease for the remainder of the specified period. If you want to continue using our Data Services during the remaining specified period, you will need to purchase an additional Plan. If a purchase is made prior to the completion of your current Plan, data usage will continue under your current Plan until expired. Note: If an additional Plan is purchased, the specified period for the additional Plan and, if applicable, the auto renew period, starts when your current Plan expires, or at the time you purchase the additional Plan if your prior Plan has already expired. If the additional Plan purchased has an automatic renewal, prior Plans with automatic renewal will not automatically renew. Domestic Plans include the U.S.

**4.2.2 International Plans:** International Plans may be purchased with a data usage allotment measured in MBs or GBs for a specified period utilizing an approved payment method. International Plans should be purchased before traveling outside the U.S. You must be currently subscribed to a Domestic Plan at the time of purchase. If the Domestic Plan expires prior to the completion of the International Plan, all usage following the expiration of the Domestic Plan, whether domestic or international, will be deducted from the International Plan until such time as that Plan expires or another Domestic Plan becomes active (i.e. if you cancel your Domestic Plan after ordering an International Plan, U.S. domestic data usage will be counted against your International Plan, until you order another Domestic Plan). You can select the date on which the International Plan starts, which can be future dated up to 60 days after purchase. All future-dated International Plans become active at midnight Eastern Time of the date selected. Unless future-dated, the International Plan will start immediately upon purchase. Once your specified period expires or you use all of your allotment of data usage prior to the expiration of the specified period, whichever occurs first, your access to our Data Services will cease. If you want to continue using our Data Services, you will need to purchase an additional Plan. International Plans do not automatically renew.

**4.2.3 Worldwide Plans:** Worldwide Plans may be purchased with a data usage allotment measured in MBs or GBs for a specified period utilizing an approved payment method. Worldwide Plans may be purchased as a standalone plan or along with a Domestic Plan, and should be purchased before traveling outside the U.S. If you do not have a separate Domestic Plan, all data usage occurring in the U.S. and countries listed at [att.com/globalcountries](http://att.com/globalcountries) will be deducted from the available data allotment in your Worldwide Plan. If you have data usage available in a separate Domestic Plan, then your domestic data usage will be deducted from your Domestic Plan and your international data usage will be deducted from the data available in your Worldwide Plan. However, if the Domestic Plan expires prior to the completion of the Worldwide Plan, all usage, whether domestic or international, will be deducted from the Worldwide Plan until such time as that Plan expires or another Domestic Plan becomes active (i.e. if you cancel your Domestic Plan after ordering a Worldwide Plan, U.S. domestic data usage will be counted against your Worldwide Plan until you order another Domestic Plan). You can select the date on which the Worldwide Plan starts, which can be future-dated up to 60 days after purchase. All future-dated Worldwide Plans become active at midnight Eastern Time of the date selected. Unless future-dated, the Worldwide Plan will start immediately upon purchase. Once your specified period expires or you use all of your allotment of data usage prior to the expiration of the specified period, whichever occurs first, your access to our Data Services will cease. If you want to continue using our Data Services, you will need to purchase an additional Plan. Worldwide Plans do not automatically renew.

**4.2.4 Tax-Exempt Certification:** If you certify that your Account is tax-exempt, you agree to indemnify, defend, and hold harmless AT&T from any and all taxes, claims, lawsuits, damages, losses, liabilities, costs, fines, penalties, and expenses (including reasonable attorney fees) that arise from your certifying that your Account is tax exempt.

### **4.3 Term**

Your Agreement begins on the day your Plan for Data Services are activated and continues until your Plan expires as set forth in Section 4.2.

### **4.4 Prepayment and no proration**

You agree to pay in advance for your Plan and there is no proration of charges if your Plan is terminated. You may make payments by credit card or debit card or other payment methods accepted by AT&T. In order to process your automatic renewal in a timely fashion and ensure your continued use of the service, AT&T will, depending on your plan, charge your payment method for the automatic renewal: (1) within seven days before your new plan specified period is set to begin, or (2)

any time after 75% of your usage based plan has been consumed. You may cancel the automatic renewal of your service at any time and your cancellation shall take effect after we have had a reasonable opportunity to act on your notice.

## **5. AT&T Phone Service Terms**

AT&T Phone Service is provided by one of the following AT&T affiliates, depending upon your service address: Southwestern Bell Telephone Company; Pacific Bell Telephone Company; Illinois Bell Telephone Company; Indiana Bell Telephone Company, Incorporated; Michigan Bell Telephone Company; Nevada Bell Telephone Company; The Ohio Bell Telephone Company; Wisconsin Bell, Inc.; or BellSouth Telecommunications, LLC (each individually and collectively referred to in the AT&T Phone Service Terms as "AT&T"). Your AT&T Phone Services are governed by this Agreement, including these AT&T Phone Service Terms and the U-verse Fee Schedule available at [att.com/VoiceUverseTVFees](http://att.com/VoiceUverseTVFees) ("U-verse Fee Schedule").

You might be receiving AT&T Phone Service through an arrangement with your property owner or manager. If so, you are still subject to this Agreement, except that AT&T may not directly charge you for AT&T Phone Service (including equipment) provided to you as part of that arrangement, and the equipment-return provisions in Section 5.5.3 may not apply to you even though equipment remains AT&T-owned. You will be responsible for fees and charges associated with additional AT&T Phone Service orders. You may have an additional contract with your property owner or manager, but AT&T is neither responsible for nor bound by the terms of that contract between you and your property owner or manager. If the arrangement with your property owner or manager terminates, you will continue receiving AT&T Phone Services under standard billing terms and this Agreement unless you notify AT&T.

If you have any questions about your AT&T Phone Services, please call us at 800.288.2020.

### **5.1 Term Commitment**

**5.1.1 Term of Service:** If you accepted a Service Commitment for your AT&T Phone Service, these AT&T Phone Service Terms will automatically continue on a month-to-month basis at the conclusion of your Service Commitment, and AT&T will automatically begin charging the applicable month-to-month fee. If you have no Service Commitment, these AT&T Phone Service Terms are a month-to-month agreement.

**5.1.2 Early Termination Fee ("ETF"):** If you terminate your AT&T Phone Service before completion of your Service Commitment, you agree to pay an ETF. The ETF amount reduces each full month of your Service Commitment that you complete.

**5.1.3 Your Termination Rights:** Within the first 14 days after we activate your AT&T Phone Service, you may terminate it for any reason without incurring an ETF (unless you would owe an ETF for a prior Service Commitment that you had ended early by entering into the new, now-terminated Service Commitment). However, you agree to pay AT&T for all fees, charges, and other amounts incurred and owed under your Agreement, and you agree to comply with Section 5.5.3 regarding equipment return. If you fail to return AT&T equipment, you will be charged an equipment non-return fee of up to \$150. Some dealers may impose additional fees.

### **5.2 Installation and Repair**

To install or repair your AT&T Phone Service, you acknowledge that AT&T may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring"), and that AT&T and its agents may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair AT&T Phone Service or equipment. You warrant that you own or control the Inside Wiring and premises and give AT&T and its agents permission to use, alter, and remove equipment from them. If you do not own your premises or your unit is part of a multi-tenant environment (e.g., an apartment building, condominium, or private subdivision), you warrant that you have obtained permission from any necessary party, including, but not limited to, the owner, landlord, or building manager, to allow AT&T and its agents reasonable access to install, maintain, and repair your AT&T Phone Service and equipment and to make any alterations that we deem appropriate for the work to be performed. You agree to indemnify AT&T and its agents from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of AT&T Phone Service.

You will provide AT&T and its agents with reasonable access to your premises in order to install, maintain, and repair AT&T Phone Service and equipment. If you are not at the premises at the time of installation or repair, you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that by authorizing an adult resident or guest to grant access to your premises, you authorize that adult to act on your behalf, including accepting this Agreement and any related agreements required in connection with the completion of the installation, activation, or repair of AT&T Phone Service and approving any changes to them.

You will be responsible for payment of service charges for visits by AT&T or its agents to your premises when a service request results from causes not attributable to AT&T or its agents, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by AT&T. In addition to any applicable Dispatch Fee (as described in the U-Verse Fee Schedule), you are responsible for damage to and the entire cost of any necessary service, repair, or replacement of any equipment that is attributable to your improper installation, abuse, negligence, or misuse of the equipment, as determined by AT&T. We also reserve the right to charge reasonable shipping and handling fees in connection with replacement of any equipment. You understand that repair or replacement of AT&T Phone Service or equipment may (i) cause stored content to be deleted, (ii) reset personal settings, or (iii) otherwise alter the equipment.

### **5.3 Fees and Charges**

In return for receiving our AT&T Phone Service, you promise to pay—and agree that we may charge your credit or debit card on file with us—the charges described in subsection 1.9, the U-Verse Fee Schedule, and the following charges:

**5.3.1 Monthly Service Charges:** Billing for the AT&T Phone Service commences when AT&T has provisioned the AT&T Phone Service. Recurring charges for each month's AT&T Phone Service will be billed one month in advance. Billing is based on a 30-day cycle. Non-recurring and usage-based charges for the AT&T Phone Service generally will be billed in the billing cycle following the transaction. Your first bill for AT&T Phone Service may include pro-rated charges for a partial monthly period prior to the beginning of your first monthly billing cycle. Upon termination, subject to applicable law, your effective date of cancellation will be the last day of your current billing cycle and you will receive AT&T Phone Service until the end of your billing cycle (exceptions may apply to certain promotional periods and must be in writing). You will not receive a prorated credit or refund for any remaining days of AT&T Phone Service in your billing cycle after termination. Your AT&T Phone Service will continue until the end of the bill cycle. A downgrade fee may apply if you make changes to your AT&T Phone Service within thirty (30) days of AT&T Phone Service provisioning or later programming orders.

**5.3.2 Usage Charges:** Non-recurring and usage-based charges for AT&T Phone Service generally will be billed in the billing cycle following the transaction. For a list of additional charges and fees that could apply to the AT&T Phone Service, please see the U-Verse Fee Schedule (at [att.com/VoiceUverseTVFees](http://att.com/VoiceUverseTVFees)). The Fee Schedule is incorporated into this AT&T Phone Service Terms by this reference.

#### **5.4 Equipment**

Equipment that AT&T provides may be new or refurbished. Any equipment or software that was not provided to you by AT&T, including batteries, is not AT&T's responsibility, and AT&T will not provide support or maintenance of it. Depending on your service address, your AT&T Phone Service will include one of the following Equipment configurations:

- A Wi-Fi® Gateway ("WG") located inside your premises, and certain service-specific equipment set forth in Sections 5.6.4 that is required for AT&T Phone Service to function (the WG and service-specific equipment are collectively referred to in the AT&T Phone Services Terms as "Equipment"). If you do not purchase the Equipment from AT&T, you agree to pay a monthly equipment fee for the Equipment as part of your purchase of AT&T Phone Service for the duration of your receipt of AT&T Phone Service. Equipment fees may be included in your monthly charge for AT&T Phone Service or be charged separately (different taxes and surcharges may apply to the equipment fees, AT&T Phone Service fees, and/or the equipment fee portion of AT&T Phone Service fees). Equipment fee/purchase options depend on the Services you order and installation options you choose. The Equipment requires electrical power from your premises to operate, which you are responsible for providing.
- If you have a WG inside your premises, you may also have an Optical Network Terminal ("ONT"), which is a box that may be located inside your premises, on the outside of your premises, in a central location in a multi-tenant building, or in your garage, where AT&T's fiber network terminates. The ONT also requires electrical power from your home to operate, which you are responsible for providing. AT&T will install your ONT device. The ONT power supply box converts the AC power in your home to the DC power required by the ONT.
- If you do not have a WG located inside your premises, your service is provided by an Intelligent Network Interface Device ("iNID") and certain service specific equipment set forth in Sections 5.6.4 that is required for AT&T Phone Service to function (the iNID and service-specific equipment are collectively referred to as "Equipment"). If you do not purchase the Equipment from AT&T, you agree to pay a monthly equipment fee for the Equipment as part of your purchase of AT&T Phone Service for the duration of your receipt of AT&T Phone Service. Equipment fees may be included in your monthly charge for AT&T Phone Service or be charged separately. Equipment fee/purchase options depend on the AT&T Phone Services you order and the installation options you choose. The iNID includes three components: (1) a unit typically located on the outside of your premises or in your garage where the AT&T network terminates (the outside unit); (2) a home networking hub, which provides wireless networking capability and is located inside your premises, (the inside unit); and (3) a power supply unit, typically located in a sheltered area either inside your premises or in an attached structure. You are responsible for providing the electrical power for the iNID.

**5.4.1 Battery Backups for AT&T-provided Equipment:** It is your responsibility to provide your own battery backup for your WG, or ONT. If there is an iNID at your premises, AT&T provides the initial battery backup, but all subsequent battery backups are your responsibility. For more information and minimum specifications regarding battery backups from third parties, see [att.com/batterybackup](http://att.com/batterybackup). AT&T will not provide battery backups for customer-owned equipment.

**5.4.2 Management and Maintenance of AT&T Equipment:** AT&T reserves the right to manage the AT&T Equipment during the time you are an AT&T customer and retains exclusive rights to data the Equipment generates. Neither you nor a third party may change, interfere with, or block access to the Equipment data or settings. You agree that you will use the Equipment only for its intended residential use, and not for any other purpose (such as on another AT&T network, or on another provider's (non-AT&T) network). You agree to use appropriate and reasonable care in using any and all Equipment. As explained in Section 5.2, AT&T will repair or replace damaged Equipment as AT&T deems necessary. AT&T will not provide support for, or be responsible for, ongoing maintenance or management of, customer-owned equipment.

**5.4.3 Return of Equipment:** Upon termination of AT&T Phone Service for any reason, you must return the Equipment, undamaged, within 21 calendar days to AT&T. If the Equipment is not returned within 21 calendar days, or is returned damaged, you will be charged for the value of the Equipment. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the Equipment within this time period. If the Equipment is returned within 90 days of termination, any fees charged for the Equipment will be refunded (other than fees for damages). No refunds will be made for any Equipment returned more than 90 days after termination.

In addition to termination of service, these return of equipment provisions apply if your existing equipment is replaced or upgraded for any reason.

#### **5.5 Theft Of AT&T Equipment Or AT&T Phone Service**

You agree to notify AT&T immediately, in writing or by calling us at 800.288.2020, if the Equipment is stolen or if you become aware at any time that AT&T Phone Services are being stolen or fraudulently used. When you call or write, you must provide your AT&T Account number and a detailed description of the circumstances of the Equipment theft, including documentation of theft (e.g., a copy of a police report) or stolen or fraudulent use of AT&T Phone Service. You will be responsible for all charges incurred on your AT&T Account until you report the theft or fraudulent use of AT&T Phone Service. You will be responsible for stolen Equipment, but AT&T may in its sole discretion waive or reduce charges for stolen Equipment upon submission of documentation of theft or other circumstances. Failure to provide notice to AT&T of theft in a timely manner may result in the termination of your AT&T Services and additional charges to you. Unless notified otherwise by AT&T, after you report the theft or fraudulent use of the AT&T Phone Service, you will remain responsible for paying your monthly fees for AT&T Services not stolen or fraudulently used.

#### **5.6 Service**

**5.6.1 Service Description:** AT&T Phone is an enhanced voice communication service that converts voice communications into Internet Protocol (IP) packets that are carried over AT&T's IP network—i.e., "voice over IP" or "VoIP." AT&T Phone Service includes direct-dialed calling and certain calling and call management features, as well as additional or advanced features that may be offered at additional costs, all of which AT&T, in its sole discretion, may add, modify, or delete from time to time. AT&T Phone Service also includes a telephone number or numbers that will be included in printed directories and/or directory assistance databases, and options, available at additional costs, to have numbers withheld from printed directories and/or directory assistance databases. It is not mobile or nomadic and will function only where installed.

**5.6.2 AT&T Phone Accounts and Subaccounts:** When you accept the AT&T Service terms, you become the main Account holder for each telephone number assigned to the AT&T Phone Service and all plans, features, and functionalities associated with each telephone number, whether those telephone numbers, plans, features, and functionalities are purchased initially or are added subsequently. You will be asked to choose a unique name for the main Account (your main Account

ID). You may create up to ten subaccounts under your main Account, for others in your household. Each subaccount will have a separate password and ID. Main Account holders are responsible for all activity on their main Account and on any and all subaccounts. Violations of this Agreement in a main Account or in a subaccount can result in suspension or termination of the main Account and all subaccounts. Call histories (call logs for outgoing, answered, and missed calls) for each telephone number are accessible in the main Account and in each subaccount created under the telephone number. Main Account holders, as well as anyone provides information we deem sufficient to identify the main Account holder, can reset subaccount passwords and IDs by contacting Customer Service and can delete and recreate subaccounts. You agree to advise all subaccount holders that the main Account holder can have access to all aspects of their subaccount, including, but not limited to, feature settings, voicemail messages, and address books. All subaccount holders can therefore have no expectation of privacy vis-à-vis the main Account holder with regard to any aspect of the subaccount.

**5.6.3 Billing And Payments:** For AT&T Phone service, nonrecurring and usage-based charges generally billed in the billing cycle following the transaction include, but are not limited to, international calling (including surcharges for international termination to a wireless phone number), Operator Services, Directory Assistance (411 or 800.555.1212), call trace, and overage minutes associated with defined minutes-of-use plans (e.g. Phone 200 plan). Partial minutes are rounded up for per-minute usage charges.

**5.6.4 AT&T Phone Equipment:** AT&T Phone Service requires a regular touchtone landline telephone, which you must supply and which must be connected to the WG or iNID, either directly or through your home's Inside Wiring. (Rotary and pulse phones will not work). The WG or iNID will support up to two AT&T Phone lines (telephone numbers used for inbound and outbound calling). You agree that neither you nor a third party will move Equipment used for AT&T Phone Service within your premises or to any other physical location outside of the premises where it was installed. AT&T Phone Service is not designed to be nomadic and will not function properly if the WG is moved or altered. If you require the WG to be moved, you must contact AT&T. Failure to do so may result in a failure of AT&T Phone Service and/or in AT&T's suspension, modification, or termination of your Service.

**5.6.5 Interruptions, Limitations, And Modifications To Service:** Since voice over IP is dependent on the IP network, the availability of an adequate power source, and correct Equipment configuration, AT&T does not guarantee that AT&T Phone Service will be continuous or error-free. You acknowledge and understand that AT&T cannot guarantee that voice over IP communication is secure.

You also acknowledge that AT&T may establish general practices and limits concerning use of AT&T Phone Service, AT&T Phone Service cannot be used to make operator-assisted collect or third-party billing calls (unless the third-party Collect Call company separately handles and bills for the call), nor can AT&T Phone Service be used to make 900/976 calls; area code 500, 700, and 710 calls; 10-10-XXX dial-around calls; or international operator or directory assistance calls. Also, the ability to call certain N11 services (211, 311, 511) may not be available.

AT&T also limits the maximum number of days that messages will be retained; the maximum number messages that will be retained by the Service; the maximum size of any message; and the maximum disk space that will be allotted on AT&T's servers on your behalf. You agree that AT&T will have no responsibility or liability for the deletion, for failure to store or to deliver any messages and other communications, for the modification or malformation of communications, or for other content maintained or transmitted by AT&T Phone Service. You acknowledge that AT&T reserves the right to log off Accounts or disconnect sessions that are inactive for an extended period of time. You further acknowledge that AT&T reserves the right to change these general practices and limits at any time without advance notice.

**5.6.6 Limitations of 911 Service:** AT&T Phone Service, which is provided via voice over IP, is not the same as traditional wireline telephone service, and **911 service doesn't work the same as with traditional wirelines telephones.** You agree to tell anyone who may use your AT&T Phone Service of the limitations of 911 service. **AT&T makes no warranty that access to 911 will be uninterrupted, timely, secure, or error-free.** 911 service is available only at your service address, while connected to a properly powered and configured iNID or WG (and a properly powered and configured ONT, if applicable) and after AT&T Phone Service has been properly activated. 911 service will not function if your AT&T Phone Service isn't functioning or if there is a power or network outage, broadband connection failure, or if your service has been disconnected or suspended. Following an outage, you may be required to reset or reconfigure your Equipment before 911 service will work. AT&T strongly recommends that you maintain an alternative means of accessing 911 services, such as a cellular phone, at all times. AT&T is not responsible for any losses incurred because of an inability to dial 911 or to access emergency service personnel for any reason. And you agree to defend, indemnify, and hold harmless AT&T and its subsidiaries, affiliates, officers, agents, directors, employees, and service providers for any claim by you or anyone else relating in any way to 911 service.

**5.6.7 Premise Alarm and Other Device Compatibility:** AT&T makes no warranty that AT&T Phone Service is appropriate for or capable of use with monitored burglar or fire alarms or medical monitoring systems or devices. Use of such systems is at your own risk. Not only may AT&T Phone Service be interrupted, delayed, or insecure, it may be incompatible with such systems or devices, and will not work in the event of a power or network outage, and may not work for other reasons. You agree to notify AT&T if you purchase a monitored burglar or fire alarm system before that system is installed, as installation may require re-writing of AT&T Phone Services at your expense. AT&T does not provide support for, or re-wiring of AT&T Phone Service in support of, medical monitoring systems or devices. Once AT&T Phone Service has been installed for use with a monitored burglar or fire alarm system, you agree that you will not modify the Inside Wiring of your home, move or reconfigure your WG in any way, or plug any telephone equipment into the back of your WG without contacting AT&T and your alarm service provider. Taking any of those actions could cause a failure of your AT&T Phone Service or alarm system. You agree to waive any claim against AT&T relating to interference with or disruption of a monitored burglar or fire alarm, medical monitoring device, or other similar systems or devices.

**5.6.8 Local Number Portability:** In the event you are transferring an existing phone number for your AT&T Phone Service (i.e., porting a number to AT&T), you hereby authorize AT&T to process your order for AT&T Phone Services and to notify your existing provider of your decision to switch your local, local toll, and long distance services to AT&T Phone Service, and you represent that you are authorized to take this action. Not all telephone numbers are eligible for porting to AT&T Phone Service.

**5.6.9 Voicemail:** AT&T Phone Service includes Voicemail, a full-featured voicemail service. AT&T does not guarantee that voicemail messages will be saved or be able to be retrieved. If you access your Voicemail voice mailbox from outside your local calling area, you may incur applicable local toll or long distance charges.

In addition, the Voicemail service allows you the option to integrate your AT&T wireless service voice mailbox with your AT&T Phone Voicemail mailbox. (Wireless service from AT&T must be purchased separately.) Calls forwarded to your Voicemail voice mailbox from your wireless phone will not incur airtime charges. However, airtime charges may apply when using your wireless handset to retrieve messages. Pager notification allows your pager to notify you when a message is received in your Voicemail voice mailbox. Your pager can have either an email address or your pager can have a telephone number associated with it and must be set up through the Voicemail mailbox. Paging service and equipment must be purchased separately. Other restrictions may apply.

Voice mail may include a Voice mail-to-Text ("VMTT") feature that provides automated transcription of your voice mail. AT&T is not responsible nor liable for: 1) errors in the conversion of or its inability to transcribe voice mail messages to text/email; 2) lost or misdirected messages; or 3) content that is unlawful, harmful, threatening, abusive, obscene, tortious, or otherwise objectionable. We do not filter, edit or control voice, text, or email messages, or guarantee the security of messages. We can interrupt, restrict or terminate VMTT without notice if your use of VMTT adversely impacts AT&T's network (e.g., by abnormal calling patterns or an unusually large number of repeated calls and messages) or if your use is otherwise abusive, fraudulent, or does not comply with the law.

You are solely responsible for and will comply with all applicable laws as to the content of any text messages or emails you receive from VMTT that you forward or include in a reply to any other person. You authorize AT&T or a third party working on AT&T's behalf to listen to, and transcribe all or part of a voice mail message and to convert such voice mail message into text/email, and to use voice mail messages and transcriptions to enhance, train and improve AT&T's speech recognition and transcription services, software and equipment. You agree that the results of benchmarking VMTT against competing products or services is AT&T confidential information requiring AT&T's written consent to disclose. Additional charges may apply to receiving email on your wireless device from VMTT, as well as, replying to or forwarding VMTT messages via SMS (text) or email, depending on your plan. Transcription times cannot be guaranteed. You are responsible for providing a correct email address and updating the email address when changes to the email account are made.

**5.6.10 Prohibited Uses of AT&T Phone Service:** You agree that you will NOT use AT&T Phone Service:

- To engage in auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal residential usage patterns. In addition, connection of your AT&T Phone Service to a device which converts use of AT&T Service to an outbound trunk line by more than one individual is prohibited. If AT&T determines, in its sole discretion, that you are reselling or transferring AT&T Phone service or that you are using it for any of these activities, AT&T reserves the right, without advance notice, immediately to terminate or modify your AT&T Service, or to change your call plan to a different offer on a prospective basis, and, in addition, to assess additional charges for each month in which excessive usage occurred. If you subscribe to a calling plan which includes unlimited calling of any type, unless otherwise specified by your specific plan in marketing materials associated herewith, consistent monthly use in excess of 5,000 aggregate minutes per month, taking into account all types of calling in your plan which are provided on an unlimited basis, shall be presumed to be inconsistent with these restrictions and shall be subject to the conditions above.
- As an announcement service, particularly with regard to Voice mail. Use of Voice mail service as an announcement service and/or other improper or excessive use may impair AT&T's ability to provide reasonable service to other customers. AT&T reserves the right to cancel your AT&T Phone Service at any time, with or without notice, if as determined solely by AT&T based on its network/service design and usage experience, your messaging service is (1) being used in an improper manner including, but not limited to, using it as an announcement service or for unlawful purposes, (2) consistently generating excessive usage, (3) affecting AT&T's ability to provide reasonable service to other customers, or (4) being used to interfere with another's use of the voice mail system.

**5.6.11 Special Terms for North Carolina Customers:** If you reside in Durham or Concord, your AT&T Service may not include a telephone number or numbers in printed directories and/or directory assistance databases, and you may not have the option to have numbers withheld from printed directories and/or directory assistance databases.

**5.6.12 AT&T Phone for Business.**

**5.6.12.1 Equipment:** AT&T Phone for Business service requires a regular touchtone landline telephone, which you must supply and which must be connected to the WG, FBG, IAD or iNID, either directly or through your premise's inside wiring. (Rotary and pulse phones will not work.) The WG, FBG or iNID will support up to two AT&T Phone for Business lines (telephone numbers used for inbound and outbound calling), additional AT&T Phone for Business lines will be supported by an Integrated Access Device (IAD) which, when necessary, will be installed in a tethered arrangement with the WG or the FBG.

**You agree that neither you nor a third party will move AT&T Phone for Business equipment used for AT&T Phone for Business Service within your premises or to any other physical location outside of the premises where it was installed by AT&T. AT&T Phone for Business Service is not designed to be nomadic and will not function properly if the WG, FBG or the IAD is moved or altered by a non-AT&T employee. If you require the WG, FBG or IAD to be moved, you must contact AT&T. Failure to do so may result in a failure of the service and/or in AT&T's termination of your service.**

**5.6.12.2 Interruptions, Limitations, and Modifications to Service:** *Telephone Line assignment on the WG or FBG.* You acknowledge and agree that under certain service configurations, there may be a need for AT&T to keep a telephone line connected to port one of the WG or FBG. Under these circumstances, if the telephone line connected to port one (of the WG or FBG) is disconnected, AT&T will proceed to move one of the remaining lines, if existent, to populate the otherwise vacant port one to provide proper functioning of the service. You acknowledge and agree that this action will require a technician dispatch and will be billed at the associated prices prevailing for the service.

**5.6.12.3 Arbitration Agreement:** If you are an AT&T Phone for Business customer, all disputes between us will be resolved through binding arbitration as prescribed by Section 1.3, except that (1) the AAA will apply its Commercial Arbitration Rules, as modified by this section and Section 1.3; and (2) AT&T will pay all AAA fees listed in Section 1.3.2.4 for arbitrations you initiate after fully complying with Section 1.3.2.2 only if your claims are valued at \$25,000 or less; and (3) you are eligible for the Alternative Payment and Attorney Premium in arbitrations you initiate after fully complying with Section 1.3.2.2 only if your claims are valued at \$25,000 or less.

## **6. AT&T Internet Service Terms**

These Internet Service Terms govern the Internet access services provisioned by AT&T described in Section 6.1 below, including Internet Protocol (IP) based services provisioned over copper, copper-fiber hybrid, fiber or wireless networks as well as legacy digital subscriber line (DSL) services (collectively "Internet Service"). The Internet Services are currently marketed under the names AT&T Internet, AT&T Fixed Wireless, and AT&T DSL, but see Section 6.1. below for a partial list of other names under which these services have been marketed in the past.

Your use of AT&T Internet Services is governed by these AT&T Internet Service Terms, as well as your Customer Service Summary or Order Confirmation letter, AT&T's Access ID Terms and Conditions (at [att.com/accessidterms](http://att.com/accessidterms)), the att.net Terms of Use (at [att.com/legal/terms.attNetTermsOfUse.html](http://att.com/legal/terms.attNetTermsOfUse.html)), AT&T's Policies for Considering Copyright Infringement Claims (at [att.com/legal/terms.dmca.html](http://att.com/legal/terms.dmca.html)), the Internet Fee Schedule (available at [att.com/ConsumerInternetFees](http://att.com/ConsumerInternetFees) for consumer customers and [att.com/BusinessInternetFees](http://att.com/BusinessInternetFees) for business customers) ("Internet Fee Schedule"), along with the applicable policies and additional terms which AT&T makes you aware of, and if you have been notified of temporary changes to your Internet Service, the terms and conditions for that temporary service posted at [att.com/temporaryterms](http://att.com/temporaryterms). To the extent that your AT&T Internet Service is delivered over some portion of the AT&T wireless network, your service will also be subject

the AT&T Wireless Service Terms in Section 2. The current fixed internet access speed tiers AT&T offers may be found on AT&T's Speed Tier page at [att.net/speedtiers](http://att.net/speedtiers).

In these AT&T Internet Service Terms, AT&T refers to the AT&T affiliate for your service and location identified in section 6.1 and "you" refers to the Account holder, Sub-Account holder, and any Authorized User(s), as those terms are defined in Sections 6.3.1 and 6.3.2.

These AT&T Internet Service Terms are based on four general principles. First, AT&T supports our customers' right to free expression. Second, AT&T will give our customers clear notice of any meaningful limitations on the Services. Third, AT&T will give our customers clear information about the experience they can expect when using the Services. Fourth, AT&T will provide consumer internet access service in discrete, non-overlapping speed tiers.

For more information about how AT&T helps transmit your information to points on the Internet, how AT&T manages the network, internet options such as different service capability and expected and actual speed ranges, device attachment rules, activities which may impair or degrade your internet experience, and for additional information regarding network practices with respect to monthly data usage allowances related to AT&T Internet Service, please visit [att.com/broadbandinfo](http://att.com/broadbandinfo).

If the location to which your Internet Service is provisioned is in a multi-tenant environment (e.g., an apartment building or condominium, sometimes referred to herein as a "MTU"), provision of your Internet Service may be subject to other terms and conditions imposed by the owner and/or manager of the MTU (e.g., a landlord or home owners' association). You will need to refer to the owner/manager of your particular MTU for more information regarding any MTU specific terms which may apply.

### **6.1 Trade Names, and Your AT&T Internet Service Provider**

AT&T Internet Service is marketed under various trade names. In these Service Terms, AT&T Wired Internet Services, which are discussed below in Section 6.15, include those services which have been marketed as AT&T Fiber, AT&T Internet, AT&T Internet Basic, AT&T High Speed Internet (including Max and Max Plus), and U-verse Internet. DSL Internet Services, which are discussed below in Section 6.17, include those services which have been marketed as AT&T High Speed Internet (including Lite, Ultra, Xtreme, XtremePro, Basic, Express, Pro, and Elite), AT&T High Speed Internet Direct (including Lite, Ultra, Xtreme, XtremePro, Basic, Express, Pro, and Elite), DSL Direct (including Express, Pro, and Elite), and FastAccess DSL and/or FastAccess DSL Direct (including Lite, Ultra, Xtreme, and XtremePro), Wireless Home Internet, which is discussed in Section 6.14.2, include those services that have been marketed as AT&T Fixed Wireless Internet and AT&T Wireless Home Internet. Business Internet Services, which are discussed below in Section 7, include AT&T Business Fiber, AT&T Internet for Business, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Business Edition Direct, FastAccess Business DSL, FastAccess Business DSL Direct, and AT&T Internet for Business On Demand.

Except as specified otherwise in writing, your AT&T Wired Internet Services are provided by your local AT&T telephone company as set forth below:

- BellSouth Telecommunications, LLC in AL, GA, FL, KY, LA, MS, NC, SC, and TN;
- Southwestern Bell Telephone Company in AR, KS, MO, OK, and TX;
- Pacific Bell Telephone Company in CA;
- Illinois Bell Telephone Company in IL;
- Indiana Bell Telephone Company, Incorporated in IN;
- Michigan Bell Telephone Company in MI;
- Nevada Bell Telephone company in NV;
- The Ohio Bell Telephone Company in OH; and
- Wisconsin Bell, Inc. in WI.

Outside of the local AT&T telephone company franchise areas in these states, as well as in all states not listed above, AT&T Internet Services are generally provided by Teleport Communications America, LLC and/or one or more of its subsidiaries. In New York, AT&T Internet Services are generally provided by TC Systems, Inc. Wireless Home Internet Services are provided in all states by AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T.

### **6.2 Internet Service Description**

**6.2.1 Service Description:** AT&T Internet Service offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other internet end points connected directly or indirectly to AT&T's network. Unless otherwise specified, AT&T Internet Services include the following:

**6.2.1.1 Site Access / E-Mail Services:** Access to [att.net](http://att.net) and related services, including an e-mail account for the Account holder and any Sub Accounts, is generally included with your Internet Service. Such access will be subject to the [att.net](http://att.net/legal/terms.attNetTermsOfUse.html) Terms of Use found at [att.com/legal/terms.attNetTermsOfUse.html](http://att.net/legal/terms.attNetTermsOfUse.html). By utilizing such access, including accessing the included e-mail account(s), you are agreeing to be bound by the terms thereof.

**6.2.1.2 DNS Services / DNS Language Assist:** Domain Name System (or DNS) services translate domain names into the numerical IP addresses needed for locating and identifying computer services and devices within the underlying network protocols commonly used to organize the internet. The DNS Services include DNS Language Assist, which upon entry of an incomplete or inaccurate Web address will automatically search for similar or related terms and present you with suggested sites you may want to reach instead of providing only an error message. If you prefer to opt out of DNS Language Assist, you may do so by visiting [att.com/cmpchoice](http://att.com/cmpchoice) from your desktop or from your mobile Web browser.

**6.2.1.3 IP Addresses:** Unless otherwise specified, AT&T Internet Service is provided with a dynamic Internet Protocol ("IP") address, a static IP address, a multiple static IP address service (as applicable), or a privately managed IP address utilizing CGNat (Carrier Gateway NAT or Carrier Gateway Network Address Translator) technology, at the sole discretion of AT&T. Static IP addresses are not available with all AT&T Internet Services or all tiers within certain AT&T Internet Services. Unless otherwise specified, a dynamic IP address is a single internet address intended for use with a single Account, served by a single modem or gateway, and a static IP address or multiple static IP address is intended for use with a single computer or a network of devices, computers and/or servers. You may not use the Service in a manner that is inconsistent with these intended uses. Unless otherwise specified, AT&T Internet Services will support both IPv6 and IPv4 Internet addresses; however, to reach IPv6-exclusive internet content, some of your equipment may require upgrades or replacement. For more information about IPv6 and

how it affects you, visit [att.com/help/internet/ipv6.html](http://att.com/help/internet/ipv6.html). The manner by which AT&T will elect to support IPv6 or IPv4 and the technology used to do so shall be at AT&T's sole discretion and AT&T cannot guarantee that every third party service will be fully compatible with the technology that AT&T elects to employ for a particular purpose. For more information about AT&T's Network Management Practice, please visit AT&T's Broadband Information page at [att.com/broadbandinfo](http://att.com/broadbandinfo).

**6.2.1.4 Interconnection:** Because the internet consists of multiple interconnected networks and most internet end points (e.g., websites and other content providers) are not directly connected to AT&T's network, AT&T must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from internet end points that are connected to those networks. To that end, AT&T has entered into commercially negotiated agreements to exchange traffic with such networks on mutually agreeable terms. Consistent with its longstanding practice, AT&T does not warrant that it will establish or expand the connections between its network and other networks except on such mutually agreeable terms. To the extent AT&T is unable to reach agreement on terms of interconnection or network expansion with these other networks it could affect your service. These impacts on your service performance are described in more detail in AT&T's Open Internet notice. AT&T therefore makes no promise express or implied that you will be able to upload data to or download data from internet end points connected to other networks at any particular speed.

Like the other networks that make up the internet, AT&T's is a shared network, which means that the transmission links and other network resources used to provide the Service are shared among AT&T's subscribers. AT&T manages this network for the benefit of all users based on a variety of factors, and our technical expertise.

**6.2.2 "Speed" of Internet Services, Technology and Data Usage:** AT&T offers many internet access service options, each of which has a specific service capability speed range. The term "speed" is commonly used as a shorthand way to describe the capacity at which a particular internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits or gigabits that can be transmitted in one second (Kbps, Mbps or Gbps). Some applications like a short email without attachments or basic web browsing do not require high service capability speeds to function optimally, while other activities like transferring large data files can be performed faster with higher-speed services. Your service capability speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.

**6.2.2.1 AT&T Speed Tiers Page:** The current speed ranges AT&T offers may be found on AT&T's Speed Tier page at [att.net/speedtiers](http://att.net/speedtiers), which identifies the downstream and upstream rates at which your "Connection" (as that term is defined below) transfers internet access data between the network interface device at your home, office, or apartment building to the point you connect to the AT&T network..

**6.2.2.2 Connection:** Because service performance varies on an end-to-end basis, the service capability speeds of AT&T are limited to, and measured between, the equipment utilized to provision your Internet Service at the fixed address or location you identified when ordering the Internet Service and a point on the AT&T network, sometimes referred to as the "Connection" or your "internet connection." The Connection constitutes only one segment of the end-to-end transmission path connecting the end user to internet web sites or content providers.

**6.2.2.3 Expected Speeds:** Because there are many factors which may impact the speed experienced by any particular internet user at any particular time (as described in more detail below), the "Expected Speed" represents an anticipated, theoretical speed of the Connection, based on network design and engineering, measured over time. At any moment in time, a particular observed speed will vary from the Expected Speed. However, AT&T manages its wired internet network toward an overall median speed consistent with the Expected Speed. Wireless networks are generally subject to greater variability as a result of environmental factors beyond AT&T's control, so it may not be possible to provide Expected Speeds for services which are delivered over a wireless network.

**6.2.2.4 Technology:** Unless otherwise expressly agreed to the contrary, AT&T makes no warranty with regard to the technology used to provision any particular Internet Service. Notwithstanding any description that may be furnished for a particular Internet Service, AT&T reserves the right, in its sole and absolute discretion, to make changes to the technology used to provision all or any portion of any Internet Service. So long as the essential functionality of the Internet Service from a user perspective is not negatively impacted in a material way by any change in technology, AT&T has no obligation to notify you of any changes in technology and changes in technology will not affect your rights or obligations with respect to the Internet Service you have purchased.

For any particular Internet Service, the technology utilized to provision different portions of the Service may vary significantly. In those circumstances, and unless otherwise expressly agreed to the contrary, AT&T shall only be responsible for the technology utilized to provision the Connection. As discussed in further detail below, AT&T has no control over, and makes no warranties with respect to, the technology within the premises to which the internet Service is provisioned (e.g. the inside wiring, local Wi-Fi, home network and/or local access network). AT&T further has no control over and makes no warranties with respect to the technology utilized by content providers for purposes of operating the servers which an end user must access in order to receive access to the content.

**6.2.2.5 Other Factors that Impact Speed:** In addition to issues presented by the various technologies over which an internet access may operate on an end-to-end basis, end-to-end performance of your Internet Service will also depend on a variety of other factors, including (but not limited to): the number of subscribers simultaneously using the network; specific characteristics of the location from which you are accessing the internet; specific characteristics of your intended destination on the internet; overall traffic on the internet; Wi-Fi connectivity; interference with high frequency spectrum on your telephone line; wiring inside your premises, office or apartment complex; the capacity or performance of your network devices, routers, gateways or modems; the servers with which you must communicate with in order to reach your intended destination and/or access the content you are trying to access; internal and external network management factors (including Overhead, which refers to the various control and signaling data required to achieve the reliable transmission of internet access data); and the networks you and others are using when communicating. In addition, your use of other AT&T services (such as U-verse TV, AT&T Phone, Unified Messaging, and other services) that may share the capacity of your broadband connection with the Service may impact the amount of capacity available for your use of the Service at that particular time and thus affect the performance of the Service.

In addition, Internet Service delivered over wireless networks may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, congestion from other users, system capacity, network management, power outages, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment or infrastructure damages or modifications and repairs, proximity of antennas and/or cell towers, the location and rotation of antennas, cell tower outage or site outage, maintenance work at a cell tower or antennae site, blockage of or interference with the signal between the end user premises and the cell tower or antennae, problems with the facilities of interconnecting carriers and/or power outages.

Consequently, AT&T does not guarantee the performance of your service on an end- to-end basis. This is also why third party speed tests which include other portions of the overall internet connection beyond the Connection itself may yield results which are outside the expected speed range for your particular service plan on the Speed Tier page. AT&T expressly disclaims any warranty with respect to the outcome of these third party speed tests.

**6.2.2.6 Download vs Upload Speeds:** The term "download" generally refers to the process of a user utilizing their local device or computer to access information stored on a remote device, computer or server connected to the internet and includes activities ranging from "surfing" the internet to downloading a file to streaming video. The term "upload" generally refers to the process of a user sending information from their device or computer to a remote device, computer or server connected to the internet. Unless otherwise specified, references to the "speed" of an Internet Service will solely be with respect to the download speed of that Service. Similarly, unless otherwise specified, AT&T makes no guarantee that the upload speed of a particular Internet Service will be the same as the download speed, either in terms of the applicable speed range or in terms of actual performance at any given moment. In fact, as set forth on the Speed Tier Page, many Internet Services have expected upload speeds which are lower than the comparable expected download speeds. As a result, and as a result of the many other factors that might affect speed at any given moment, the actual upload and download speed of any Internet Service will vary greatly from time to time and day to day.

**6.2.2.7 Data Usage on Residential Internet Services:** The residential Internet Service you purchased includes either an unlimited data allowance or a monthly data usage allowance with overage charges for usage in excess of your allowance. More details regarding the applicable data allowance, is set forth in the Customer Service Summary or Order Confirmation Letter you received. Use of certain services, including but not limited to digital TV features and apps, AT&T Digital Life, home security, home automation and medical alarm systems, whether provided by AT&T or a third party, may count towards your Internet data usage allowance. For additional information about the use of your residential AT&T Internet Service, including management of your data usage, as well as information about other data plans that you might consider, please refer to [att.com/internet-usage](http://att.com/internet-usage). (This paragraph is not applicable to Business Internet Services.)

## **6.2.3 Availability and Service Changes:**

**6.2.3.1 Availability:** AT&T Internet Services are not available in all areas, and may not be available at certain speed tiers (or at all) at your location, even if our initial testing, an AT&T website and/or any sales representative or other personnel associated with AT&T indicated that your location qualified for a particular speed tier or Service. If your location is situated in an MTU, availability of any particular Internet Service may depend upon the owner and/or manager of the MTU agreeing to grant AT&T access to the MTU and/or to your particular location.

The availability of any Internet Service may also be subject to various limitations upon the capacity of the various technologies utilized in AT&T's network to support a given number of customers on any particular Internet Service and/or speed tier in a given area ("Capacity Limitations"). Some AT&T Internet Services are more likely to be subject to Capacity Limitations. When a particular part of AT&T's network is approaching a Capacity Limitation, it can be very difficult for AT&T to predict exactly when or how that Capacity Limitation will impact upon the availability of a particular Internet Service to a particular location. This may mean that, although a certain location may be theoretically capable of receiving the Internet Service in question, Capacity Limitations at the time a particular order is placed may mean that a particular Service is not available to a particular location. This can even occur between the time that a Service is ordered and the time that the Services is installed / fulfilled, resulting in a Service that was shown as being available to a particular location at the time an order was placed no longer being available at the time of installation. As discussed in Section in more detail with respect to particular Services below, Capacity Limitations may also mean that if a Service is terminated at any location for any reason whatsoever, it may not be possible to restore or renew that Service at that location.

AT&T also reserves the right, in its sole discretion, to stop offering some or all AT&T Internet Services at a particular location, whether because AT&T has or expects to lose necessary access rights to the equipment required to deliver a particular service to that location or AT&T has otherwise determined that it is no longer in AT&T's best interests to offer a particular service or services to that location. AT&T may do this either by terminating current service(s) to the location, pursuant to Section 6.5 below, or by removing the location from eligibility for the purchase of new service(s) ("Grandfathered"). If a service to a particular location has been Grandfathered, current service(s) may not be interrupted but if service is suspended or terminated at that location for any reason AT&T will not be able to guarantee that service will be renewed or restored at that location. New service at that location may not be available for purchase from AT&T or the service available may be substantially different from the service that has been Grandfathered.

For all those reasons, AT&T makes absolutely no guarantee as to the availability of any Internet Service at any location.

**6.2.3.2 Service Changes and Technology Conversions:** AT&T may modify or discontinue any Internet Service, temporarily or permanently, and will publish the terms and conditions for temporary changes (which are incorporated into this Agreement) at [att.com/temporaryterms](http://att.com/temporaryterms). AT&T also will endeavor to provide you with reasonable notice of material changes to your Internet Service. Your continued use or subscription to Internet Service after the effective date of the change constitutes acceptance of the change and any associated terms and conditions. In addition, if AT&T determines to provision Internet Service at your location utilizing a different technology, we will evaluate whether the conversion can occur without noticeable interruptions during normal business hours and no single interruption outside of normal business hours of more than one (1) hour in length. If so, we may elect to proceed with the conversion without prior notice to you. Otherwise, we will endeavor to provide you with up to thirty (30) days' advance notice of the conversion. Following that period, we may at our sole discretion, either disconnect your service or temporarily suspend your service for up to fifteen (15) days to facilitate the conversion process.

As part of any conversion, we may, in our discretion, discontinue the particular Internet Service you are currently receiving and make available to you an alternate Internet Service of comparable or better Speed at the then applicable rates, terms, and conditions, which may differ from your previous Internet Service rates, terms, and conditions (including Bundle Discounts). If you are on a Term Plan and your overall price will increase as a result of this conversion, taking into account all applicable credits and discounts, you will not have to pay any applicable Early Termination Fee if you elect to cancel your Internet Service within the period specified for doing so on your updated Customer Service Summary or Confirmation Letter.

Your new Internet Service may require different or additional equipment in order to fully utilize. If so, we will endeavor to either provide you with the required equipment or notify you of any equipment you will be required to provide on your own. You may also be required to review and accept new or additional terms and conditions related to the new Internet Service and/or new equipment.

## **6.2.4 Home Networking / Home Wi-Fi:**

**6.2.4.1 Inside Wiring:** When ordering AT&T Internet Service, you will be responsible for providing any copper wire or fiber optic cable required for local networking purposes within your premises ("Inside Wiring" or "IW"), including any copper wire or fiber optic cable between the AT&T network termination interface at your location and the internet gateway (WG) equipment that will be located at your premises as well as any wiring or cabling you may choose to use to connect internet enabled devices to the internet gateway (WG). In most cases, the IW will already be present in your existing locations, however you will be responsible for providing any additional IW which may be required. If additional IW is required, you may have the option of ordering IW from AT&T or installing your own IW. If you elect to install your own IW, the IW must be installed and available for use by AT&T Technicians before you order AT&T Internet Service. If IW service is ordered from AT&T, it is your sole responsibility to obtain landlord permission or approvals for such IW.

**6.2.4.2 Disclaimer of Warranties:** The condition of the IW over which your Internet Service is transmitted within your premises will impact the performance of the Internet Service, including with respect to speed, reliability, and latency. You are solely responsible for the condition of any IW and AT&T expressly disclaims any responsibility for it. If IW is provided by AT&T, upon completion of installation you will have full ownership and responsibility for that IW. **Regardless of whether you or AT&T provides or installs IW, to the greatest extent permitted by applicable law, AT&T makes no warranty to you or any other party for any work or materials constituting or associated with IW. AT&T expressly disclaims any warranty of merchantability or fitness for a particular use, and AT&T has no responsibility to maintain, update, repair, replace, de-install, or remove any installed IW.**

**6.2.4.3 Home Wi-Fi / Local Wi-Fi:** Depending upon the Internet Service you purchase, your Internet Service may include Wi-Fi enabled home networking equipment ("Wi-Fi Equipment") in order to help you allow Wi-Fi enabled devices to wirelessly connect to your Internet Service ("Home Wi-Fi," or for business customers, "Local Wifi"). AT&T may also make available additional, optional internet related equipment for sale or lease in connection with your Service, such as various types of home networking equipment (ex: Wi-Fi Extenders). Unless otherwise expressly specified to the contrary, any amounts for the purchase or lease of this additional equipment will be separate from and in addition to amounts payable for your Service. Use of such additional equipment may be subject to additional terms and conditions as specified in connection therewith.

In order to use Home Wi-Fi or Local Wi-Fi, you must have Wi-Fi enabled devices that (a) meet U.S. and WiFi Alliance standards; (b) are compatible with the Wi-Fi network being generated by the applicable Wi-Fi Equipment; and (c) are capable of running IP and related protocols. The Wi-Fi enabled device you are utilizing must be in close enough proximity to the Wi-Fi Equipment to achieve connectivity with the Home Wi-Fi or Local Wi-Fi. Actual Home Wi-Fi or Local Wi-Fi coverage and quality may vary depending upon the location of the Wi-Fi Equipment, the location of the applicable Wi-Fi enabled device and conditions in and around the premises in which both the Equipment and the Wi-Fi enabled device operate.

Home Wi-Fi or Local Wi-Fi is designed to provide you with the highest speed available from your home network at any given point in time, subject to the many different factors that can affect network performance. AT&T's most recent generation of Wi-Fi Equipment generally supports the Wi-Fi 6 (IEEE 802.11ax) standard and is compatible with older Wi-Fi (IEEE 802.11 a/b/g/n/ac) standards, although older Home Wi-Fi Equipment may only support older standards. The theoretical maximum speed you may be capable of achieving from your Home Wi-Fi will depend heavily on which Wi-Fi (IEEE 802.11) standard is supported by the Wi-Fi Equipment you have as well as which Wi-Fi (IEEE 802.11) standard is supported by the particular device you are utilizing. (By way of example only, Wi-Fi 1 (IEEE 802.11b) offers a theoretical maximum of 11 Mbps while Wi-Fi 6 (IEEE 802.11ax) offers a theoretical maximum of over 1 Gbps. Even if the Wi-Fi Equipment at your location is capable of supporting Wi-Fi 6 (IEEE 802.11ax), if you are utilizing an older device that is only capable of supporting the older Wi-Fi 1 (IEEE 802.11b) standard, your theoretical maximum speed will be limited to 11 Mbps.)

Although the Wi-Fi 1-6 (IEEE 802.11 a/b/g/n/ac/ax) standards have theoretical maximum speeds ranging from over ten Mbps to over a gigabit per second, depending on which standard applies, actual Wi-Fi speeds will be substantially lower than the theoretical maximum speeds which describe the physical throughput rate including Wi-Fi protocol communications. The result is that the maximum you can receive may not exceed 40%-50% of the theoretical maximum Wi-Fi standard speed and may be significantly lower depending on other applicable factors. In addition to the factors discussed above, the actual speed you experience over Wi-Fi will depend in part on the speed of the connection between the Wi-Fi network you are accessing and the destination you want to reach on the Internet, which may be significantly below the theoretical maximum speed of the service. (By way of example only, if you order AT&T Internet 100, with a download Expected Speed of 100 Mbps according to the AT&T Speed Tier page, even if the Wi-Fi Equipment at your location and the device you are utilizing are both capable of supporting the Wi-Fi 6 (IEEE 802.11ax) standard with a theoretical maximum speed of over 1 Gbps, the theoretical maximum internet download speed with your device connected to your Home Wi-Fi would not be expected to exceed 100 Mbps.)

**6.2.4.4 Home Network Management and Security:** AT&T reserves the right to manage remotely any equipment used to access any Internet Service, whether that equipment is connected via a wired or wireless connection. That may include facilitating the connection of that equipment, monitoring traffic for potential issues, managing applicable settings and/or remotely updating software or firmware. Nonetheless, you remain ultimately responsible for all security measures over your in-home network, including any Inside Wiring, local area network(s) and/or Wi-Fi Equipment. That includes, but is not limited to, access to authorization codes or passwords, as well as any encryption you deem necessary or required.

AT&T may provide you with tools or software to assist you in managing one or more aspects of your home network (including apps like AT&T's Smart Home Manager and network based services like AT&T Smart Security, which software would then be included in the term "Software" as used herein below). AT&T may also make available additional, optional security or network management applications for sale or subscription in connection with your Service. Unless otherwise expressly specified to the contrary, any amounts for the purchase or subscription of these additional services will be separate from and in addition to amounts payable for your Internet Service. Use of such additional services may be subject to additional terms and conditions as specified in connection therewith.

Your use of tools, features and/or software made available to you by AT&T is at your own discretion and you remain ultimately responsible for all aspects of your home network, including any activity by children or other guests that you may allow (either intentionally or unintentionally, through lack of adequate security measures) to access your AT&T Internet Services via your home network and/or Home Wi-Fi and any devices or equipment you may elect to connect to your home network and/or Home Wi-Fi. For that reason, AT&T recommends that you take all necessary measures to ensure adequate network security and to closely monitor use of your AT&T Internet Services and your home network by anyone accessing your home network, especially children.

**6.2.5 Nationwide Wi-Fi Hot Spots (For Internet):** Access to AT&T's nationwide network of Wi-Fi Hot Spots may be available to you as part of the Service, and the AT&T Wi-Fi Hot Spots will provide you with access to the internet via certain AT&T Internet access points (Locations). Primarily, this access is provided via a Wi-Fi network using a Wi-Fi Alliance (IEEE 802.11) standard. To access the Wi-Fi Hot Spots, you must have a device that is compatible with the specific Wi-Fi equipment deployed at a Location. Access to the Hot Spots is intended for the limited purposes of assisting with access to the public internet for e-mail and web browsing or other purposes consistent with the AT&T Wi-Fi Terms of Service, which may be found at [att.com/legal/terms.wiFiServices.html](http://att.com/legal/terms.wiFiServices.html). In order to gain access to the Internet at a Location, you may need your Account information, including your Member ID. If you are also an AT&T Mobility customer, you may auto-authenticate at certain Locations without the use of your Member ID. The AT&T Wi-Fi Terms of Service will govern your use of AT&T Wi-Fi Hot Spots.

### **6.3 Registration and Membership**

**6.3.1 Account Holder:** When you complete the registration process for the Service, you become the Account holder. To be an Account holder, you must either be: (i) 18 years or older, if an individual, or (ii) be a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept this Agreement and acting through your duly authorized representative. You will be asked to choose a unique "Member ID" for your account.

**6.3.2 Sub Accounts:** Account holders may also create up to ten accounts with separate login credentials that are linked to the Account holder's account (each a "Sub Account"). Each Sub Account may also be required to accept this Agreement and complete the Sub Account registration.

**6.3.3 Account Holder Responsibility:** The Account holder is responsible for all activity associated with the Account and any of its Sub Accounts, including all fees and charges, whether the charges are incurred by the Account or the Sub Accounts. Use of Member ID subjects you to the AT&T Access ID Terms and Conditions (available at [att.com/accessidterms](http://att.com/accessidterms)), which are incorporated herein by reference.

**6.3.4 Registration Data:** All information that you provide to AT&T must be accurate, including your name, address, credit or charge card numbers and expiration dates, and any payment information ("Registration Data"). You are responsible for keeping all Registration Data accurate and must provide changes promptly to the AT&T Member Center by going to [att.com/myatt](http://att.com/myatt).

**6.3.5 Password Protections:** Your Account password or passcode (as applicable) must be provided to engage in most online or telephonically enabled account management functions. You agree to immediately notify AT&T if your password or passcode has been compromised and/or you wish to remove an authorized user from your Account.

#### **6.4 Pricing**

In return for receiving AT&T Internet Service, you promise to pay—and agree that we may charge your credit or debit card on file with us—the charges described in subsection 1.9, the Internet Fee Schedule, and the following charges:

**6.4.1 Monthly Service Charges, Term Plans, and Bundle Discounts:** Billing commences when AT&T has provisioned your Internet Service. During each monthly billing cycle, you will be billed in advance, at our rates in effect at the time, for all AT&T Internet Services you order. When you purchased the AT&T Internet Service, you agreed to a specific monthly price and plan, which may have included a term for the Service of one or more years ("Term Plan"). Some plans may offer a discount on the Service if you sign up for other AT&T services ("Bundle Discount"). You agree to maintain your Service and any bundled services for the applicable term of the Term Plan or Bundle Discount, as applicable. If you signed up for a Term Plan or a Bundle Discount, the price under the applicable plans is valid until one of the following events occurs, at which time the price of your Service may revert to the then-current price for such Service: (1) the term of your plan expires; (2) you change your current Service address to another Service address; (3) you drop one of the AT&T services that you were required to purchase to receive the special rate; or (4) AT&T exercises a right under this Agreement to terminate your Account's (or any associated Sub Account's or Authorized User's) use of the Service.

**6.4.2 Early Termination Fees:** If before the end of any applicable term, either you cancel your Internet Service or we terminate it for misconduct pursuant to subsection 1.5, you will be subject to any early termination fee specified in your Customer Service Summary, Order Confirmation Letter, or applicable fee schedule.

#### **6.5 Termination or Cancellation of Service**

**6.5.1 Suspension and/or Termination upon Loss of Access:** Upon any interruption or loss of either your or AT&T's rights to access any part of the network facilities required to provide your Internet Service, including the interruption or loss of any rights to access the land or buildings in which the facilities are located, AT&T may, in its sole discretion, suspend or terminate all or any portion of your Internet Service. In general and where applicable, AT&T will utilize available public rights of way to access network facilities utilized for providing Services. However, if you are the owner of the location to which your Services are provisioned, it is ultimately your responsibility to secure any necessary rights of access outside of the public rights of way. If you lease or rent the location at which you wish to receive Services, or if the location is located in a MTU type of arrangement, receipt of Services is expressly conditioned on the owner, landlord, and/or building manager providing all customary, reasonable, and necessary rights and permissions to allow AT&T access to the network facilities necessary to provide your Internet Service. AT&T makes no representation and can't guarantee that the owner, landlord and/or building manager has or will provide the applicable rights and permissions necessary for you to receive Internet Service or any particular grade of Internet Service, and explicitly disclaims any such representation or guarantee. In the event of any interruption or loss of access, AT&T will endeavor to provide you with reasonable advanced notice of any suspension or termination of Internet Service. However the timing of any suspension or termination, as well as the timing of any resumption of AT&T Internet Services, are entirely at AT&T's reasonable discretion. In general, and unless otherwise specified, billing will continue for your monthly charges while your Service is suspended due to a loss of access.

**6.5.2 Suspension and/or Termination due to Capacity Limitations:** Where a service is subject to Capacity Limitations, events may occur which are outside of AT&T's control which may restrict network capacity to the point where AT&T is unable to continue to provide a particular Internet service to certain locations where particular Capacity Limitations apply or which may result in a degradation of the capacity or speed of Internet service provided to certain locations (each a "Capacity Limitation Event"). AT&T will utilize available network management practices in order to mitigate against the occurrence of a Capacity Limitation Event and to continue to provide Internet service to any locations impacted by a Capacity Limitation Event. However, restrictions on AT&T's ability to apply network management practices may mean that a Capacity Limitation Event is unavoidable. Upon the occurrence of a Capacity Limitation Event impacting your location, AT&T may, in its sole discretion, suspend or terminate all or any portion of your Internet Service or may continue to provide Internet service at a reduced capacity or a lower speed. In the event of any anticipated interruption, loss of access, or degradation of service due to a Capacity Limitation Event, AT&T will endeavor to provide you with reasonable advanced notice of any suspension, termination, or degradation of Internet service and may also offer alternative forms of Internet service where available. However, the timing of any suspension, termination, or degradation, as well as the timing of any resumption of AT&T Internet Services, are entirely at AT&T's reasonable discretion. In general, and unless otherwise specified, billing will be suspended for your monthly charges while your Service is suspended due to a Capacity Limitation Event.

**6.5.3 Suspension and/or Termination as part of Technology Conversion:** When and/or if you are selected for conversion to a more updated Internet technology, we will evaluate whether the conversion can occur without noticeable interruptions during normal business hours. If we determine that interruptions are likely or unavoidable, we will provide at least thirty days' notice of the discontinuation or suspension of your Service via email, direct mail, bill page message, or bill insert. Thirty days after such notice, we may at our sole discretion, either disconnect your current service or temporarily suspend your service for up to fifteen days. Refusal to reasonably facilitate conversion, including by refusing to schedule an appointment to allow our technicians to complete necessary updates to AT&T Equipment and/or network facilities at your location, may result in the termination of your service.

**6.5.4 Restoral Fee and Payment of Past Due Amounts:** If either you or AT&T suspends a Service for any reason set forth herein (other than due to AT&T's loss of access, a Capacity Limitation Event, or a conversion from older Internet Technology), you must make satisfactory arrangements to pay all past due amounts in order to have that Service restored. You will also be required to pay a Service Restoral Fee of no more than \$50 per incident of suspension or termination of a particular Service (subject to applicable law and except as may otherwise have been expressly agreed in writing). Please see the applicable Fee Schedules at

[att.com/ConsumerInternetFees](http://att.com/ConsumerInternetFees) and/or [att.com/BusinessInternetFees](http://att.com/BusinessInternetFees) to determine the Restoral Fee amount applicable to your particular Service(s). The Restoral Fee will be assessed on the next monthly bill you receive following the resumption of Service.

## 6.6 Payment

**6.6.1 Method of Payment:** Your monthly charges may be billed via a monthly AT&T bill or to a credit card. Credit card billing is not available for AT&T High Speed Internet Direct. AT&T Internet customers will automatically receive an online bill unless you specifically notify us that you want to receive a paper bill by calling 800.288.2020.

**6.6.2 Online Billing:** You must register online to establish a personal myAT&T account and provide a billing email address. You will then be able to view and pay your bill online by logging on to your personal myAT&T account (username and password required).

## 6.7 Equipment & Software

**6.7.1 Customer Equipment:** Other than the equipment and/or software provided to you by AT&T for use with the Service (collectively, the "AT&T Equipment"), you must provide all equipment, devices, and software necessary to receive the Service. Any equipment or software that was not provided to you by AT&T, including batteries, is not the responsibility of AT&T, and AT&T will not provide support for, or be responsible for ongoing maintenance of such equipment.

Regardless of whether the equipment used to access your Service (modem, gateway, etc.) is owned by you or AT&T, AT&T reserves the right to manage such equipment for the duration of your Service, and retains exclusive rights to data generated by the equipment. Neither you nor a third party may change, interfere with, or block access to equipment, the data, or settings while you continue to receive the Service.

**6.7.2 AT&T Equipment:** Any AT&T Equipment, including modems, routers, antennas, or gateways, will be either a new or a fully inspected and tested refurbished unit.

AT&T will repair or replace damaged AT&T Equipment as AT&T deems necessary and may charge you a fee for repair or replacement of the equipment. You understand that repair or replacement of equipment may delete stored content, reset personal settings, or otherwise alter the functionality of such equipment. You will be responsible for payment of service charges for visits by AT&T or its subcontractors to your premises when a service request results from causes not attributable to AT&T or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by AT&T. If you own the equipment or if the equipment is damaged due to your intentional acts or negligence as determined by AT&T, you will be responsible for the price of repair or replacement.

If the AT&T Equipment was damaged due to your intentional acts, negligence, or use inconsistent with this Agreement, as determined by AT&T, you will be responsible for the price of repair or replacement. Any tampering with the AT&T Equipment, including, for example, opening and attempting to modify the Equipment will be treated as damage due to your intentional acts or negligence. You agree that you will use the equipment only for its intended use and not for any other purpose (such as on another AT&T network, or on another provider's (non-AT&T) network). You agree to use appropriate and reasonable care in using all AT&T Equipment.

**6.7.3 Access and Installation of Equipment:** You will provide AT&T and its subcontractors with reasonable access to your premises in order to install, maintain, repair, and/or update the Internet Service, and you authorize any other Adult resident or guest at your residence (each, an Authorized User for purposes of this Agreement) to grant access to your premises for these purposes. You understand and agree that AT&T may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, repair, and/or update the Internet Service. If you do not own your premises or your unit is part of a MTU, you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to allow AT&T and its subcontractors reasonable access to install, maintain, repair, and/or update the Internet Service and to make any alterations AT&T deems appropriate for the work to be performed.

You acknowledge that AT&T may use existing wiring, including altering the wiring and removing accessories, located within your unit. You warrant that you own or control the Inside Wiring, and give AT&T permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this TOS, you agree to indemnify AT&T from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services.

**6.7.4 Power and Battery Backup:** The AT&T Equipment may require electrical power from your premises to operate, which you are responsible for providing. If there is a gateway at your premises, AT&T will not provide an initial gateway battery backup unit or an initial backup battery. Any backup battery solution is your responsibility. You may choose to purchase battery backup for your AT&T Equipment from third party manufacturers or retailers. For more information and minimum specifications visit [att.com/batterybackup](http://att.com/batterybackup).

You also agree to be solely responsible for determining when backup batteries for any AT&T Equipment require replacement and for replacing and recycling used batteries. You agree to read and follow all manufacturer or vendor directions for the replacement and recycling of backup batteries. For more information and minimum specifications visit [att.com/batterybackup](http://att.com/batterybackup).

**Note that AT&T Equipment without battery backup will not function in the event of a loss of customer-supplied power. This will disrupt your Internet Service as well as any additional services that use the AT&T Connection for transport (e.g. Voice over IP including e911) or require an internet connection to operate properly. AT&T will have no liability for loss of any service(s), whether provisioned by AT&T or a third party, in the event of interruption of customer-supplied power, with or without battery backup present in the AT&T equipment.**

**6.7.5 Theft or Misuse:** You agree to notify AT&T immediately, in writing or by calling the AT&T customer support line, if the AT&T Equipment is stolen or if you become aware at any time that Services are being stolen or fraudulently used. When you call or write, you must provide a detailed description of the circumstances of the theft, including documentation of theft or fraudulent use of the AT&T Equipment or Services (such as a copy of a police report). You will be responsible for all charges incurred until you report the theft or fraudulent use. You will also be responsible for stolen AT&T Equipment not owned by you, however, AT&T may in its sole discretion waive or reduce charges upon submission of documentation of theft or other circumstances. Failure to provide notice to AT&T of theft in a timely manner may result in the termination of your Services and additional charges to you. Unless notified otherwise by AT&T, after you report the theft or fraudulent use of the Services, you will remain responsible for paying your monthly fees for Services not stolen or fraudulently used.

**6.7.6 Return of AT&T Equipment:** Except as otherwise provided, AT&T Equipment must be returned to AT&T undamaged, within twenty-one (21) calendar days after your Service is terminated for any reason. If equipment is not returned within twenty-one (21) calendar days, or is returned damaged, you will be charged a Non-Return Equipment Fee. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the AT&T Equipment within this time period. If all AT&T Equipment is returned within six (6) months of termination, any fees charged for such AT&T Equipment will be refunded (other than fees for damages). No refunds will be made for AT&T Equipment returned more than six (6) months after termination. This Paragraph also applies if your existing equipment is replaced or upgraded for any reason.

#### **6.8 Account Security**

You will receive a password associated with your Member ID upon completing the Service registration process. You agree to keep confidential all passwords, IP addresses, and computer names and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your password, Member ID or IP address. You agree to change your password periodically, ensure that you exist from your Account at the end of each session, and immediately notify AT&T if you suspect any breach of security such as loss, theft, Public Use or unauthorized disclosure or use of your Account or any Sub Account, password, Member ID, or any credit or charge card number provided to AT&T by calling:

- 800.288.2020 for AT&T Internet and AT&T Fiber consumer subscribers and Fixed Wireless subscribers;
- 855.220.5211 for Access from AT&T in English (855.220.5225 for Access from AT&T in Spanish);
- 877.722.3755 for AT&T High Speed Internet subscribers, and AT&T High Speed Internet Direct (Business and Consumer); and
- 888.321.2375 for FastAccess DSL.

There is a risk that other users may attempt to access your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service and you agree to take full responsibility for taking adequate security precautions and safeguarding your data from loss.

In addition, you agree not to use any other user's account, Member ID, or password at any time without the express permission and consent of the holder of that account, Member ID, or password. You may not transfer or assign your Account and have no right to a particular Member ID, IP address, or other information or identifier we assign to you.

#### **6.9 Restrictions on Use**

**6.9.1 No Resale:** The Service is provided for your use only (unless otherwise specifically stated) and you agree not to, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, your membership in the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, without limitation, Voice Over Internet Protocol (VOIP) via wired, wireless, or other means. For example, you agree that the Service is not to be used to trunk or facilitate public internet access ("hotspots") or any other public use of the Service, or for any high-volume purpose. All aspects of the Service, except that portion provided by third party providers, is copyrighted and property of AT&T.

**6.9.2 Network Management:** AT&T reserves the right to engage in reasonable network management practices, to protect its broadband network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that AT&T may adopt include, but are not limited to, the following: (i) a cap on data usage; (ii) a modification of a customer's serving facility or service technology; and/or (iii) a modification of or a limitation on a customer's data throughput speed or data consumption.

A very small percentage of customers use the Service in a way which creates harm to the network, compromised capacity, degradation in network performance or service levels, or which may adversely impact access to or the use of the Service by other customers. In the event that AT&T adopts a network management practice which will apply to your Service, we will provide you with a notice, by web posting, bill insert, email, letter and/or other appropriate means, which describes the network management practice, explains how it will work, and explains how it could impact your Service.

#### **6.10 Data Management / Content**

**6.10.1 Data Management:** You are responsible for management of your information including but not limited to back-up and restoration of data, erasing data from disk space you control and changing data on or settings for your modem and/or router. AT&T is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer server.

**6.10.2 Content:** You, and not AT&T, are entirely responsible for all content that you upload, download, post, email, transmit or otherwise make available by use of the Service ("User Content").

AT&T does not claim ownership of User Content. However, with respect to User Content you submit or otherwise make available via your Internet Service, you grant AT&T a nonexclusive, unrestricted, irrevocable, worldwide, sublicenseable, transferable, perpetual, unlimited, assignable, fully paid up and royalty-free right to copy, display, edit, publish, prepare derivative works of, distribute, process, analyze, use and commercialize, in any media known or hereinafter developed, to such User Content.

AT&T may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or, (d) protect the rights, property, or personal safety of AT&T, other end users, and the public.

#### **6.11 Customer Service Support**

AT&T provides free basic customer care for Service purchased from AT&T and covered under this Agreement. Although AT&T reserves certain rights related to equipment necessary to receive the Service and will repair or replace damaged equipment as AT&T deems necessary (in each case, as described in, and subject to the terms and conditions (including fees and other charges) set forth in, Section 6.7.2 above), AT&T does not provide support for devices that access the Service under this Agreement.

#### **6.12 Contact Information**

Unless otherwise specified in this Agreement, notices by Members to AT&T must be given by calling: for AT&T Dial subscribers (866.722.3425), for AT&T High Speed Internet subscribers (Business and Consumer) (877.722.3755), for AT&T Internet and AT&T Fiber subscribers (Consumer Only) (800.288.2020), for FastAccess DSL and BellSouth Dial Internet subscribers (Business and Consumer) (888.321.2375), for Fixed Wireless Internet (Business and Consumer) (800.288.2020), and for AT&T Internet for Business and AT&T Business Fiber (800.321.2000).

### 6.13 AT&T Wired Internet Service

**6.13.1 "AT&T Wired Internet Service"** refers to any internet service provided entirely through a terrestrial, wired Internet Protocol technology, whether copper based or optical fiber based, and generally encompasses those services marketed as "AT&T Internet," "AT&T Fiber," AT&T High Speed Internet (including Max and Max Plus), and U-verse Internet. AT&T Wired Internet Service does not include services which use Asynchronous Transfer Mode technology instead of Internet Protocol technology, such as AT&T DSL. The terms in this Section 6.13 apply to customers purchasing and/or receiving AT&T Wired Internet Services and supersede any conflicting terms contained in the rest of these Internet Access Service Terms with respect to your AT&T Wired Internet Services.

**6.13.2 Additional Equipment for AT&T Wired Internet Customers:** AT&T will make available to you certain equipment, which may include one or more of the following:

- (1) a Wi-Fi Gateway ("WG") located inside your premises;
- (2) an [Optical Network Terminal](#) ("ONT") where AT&T's fiber network terminates, which may be located inside your premises, on the outside of your premises, in your garage, or in a central location in a MTU environment; and
- (3) an [Intelligent Network Interface Device](#) ("iNID") (which provide your services if you do not have a gateway),

all of which are herein collectively referred to as "Internet Equipment," required for your Service. If you have not purchased Internet Equipment from AT&T or if previously purchased Internet Equipment is beyond the one-year (1-year) warranty period (from date of installation) and requires replacement, then you agree to pay a monthly equipment fee for the Internet Equipment, as part of your purchase of or continued use of the Service and/or other AT&T services. Equipment fees and purchase options depend on the AT&T Services and/or rate plans you order and the installation options you choose.

The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the internet wirelessly. Smartphones, tablets and laptops are common devices that access the internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Some WGs have an external battery backup while others have an internal battery backup. AT&T will install the WG. Once the WG has been installed by AT&T, you may not move the WG to a different location or reposition at your address or any other address. Our latest WGs combine the WG and the ONT into a single device, but many older WGs still require a separate ONT to operate.

AT&T may also make available additional, optional internet related equipment for sale or lease in connection with your Service, such as various types of home networking equipment (ex: Wi-Fi Extenders). Unless otherwise expressly specified to the contrary, any amounts for the purchase or lease of this additional equipment will be separate from and in addition to amounts payable for your Service. Use of such additional equipment may be subject to additional terms and conditions as specified in connection therewith.

**6.13.3 Return of Equipment:** If your Internet Service is provided by an iNID, you should not return the iNID home networking hub, (Model# j38HG) or the ONT. AT&T is the owner of the WG and any other AT&T Equipment. Upon termination of your Internet Service for any reason, AT&T shall remain the owner of the WG and any other AT&T Equipment. Unless we tell you otherwise in writing, you must return the WG and any other AT&T Equipment, undamaged, within 21 calendar days to AT&T. If the WG or any other AT&T Equipment is not returned within 21 calendar days, or is returned damaged, you may be charged for the replacement value of the WG or other AT&T Internet Equipment and/or the applicable Equipment Non-return Fee. Return of any additional and/or optional equipment may be subject to different rules or requirements than the Internet Equipment which will be communicated to you at the time of purchase and/or return.

**6.13.4 Capacity Limitations/Grandfathering:** Certain types of AT&T Wired Internet Services are subject to limits upon availability due to Capacity Limitations. Similarly, certain types of AT&T Wired Internet Services are subject to limits upon availability due to Grandfathering. Where this applies, if AT&T Wired Internet Services are suspended or terminated at your location for any reason, AT&T cannot guarantee that you will be able subsequently to renew or restore Internet Service at that location.

### 6.14 Wireless Home Internet Services

**6.14.1 Wireless Home Internet Services Description:** Wireless Home Internet Services are designed to deliver internet access to a fixed location using wireless networks and include those services currently marketed by AT&T as AT&T Fixed Wireless Internet and AT&T Wireless Home Internet. Wireless Home Internet Services can be physically fixed to a location by means of externally mounted antennas or can be mobile services limited to operation in a certain location by network based restrictions. See the description, plan details and related terms for your particular Wireless Home Internet Service for more details.

To the extent that your Wireless Home Internet Service is delivered over some portion of the AT&T wireless network, your service will be subject to the AT&T's Wireless Service Terms in Section 2 in addition to the terms which apply to AT&T Internet Services more generally. To the extent that your Wireless Home Internet Service is served via an AT&T PREPAID wireless service plan, your service will be subject to the AT&T PREPAID Service Terms in Section 3 in addition to the terms which apply to AT&T Internet Services and/or AT&T Wireless Services more generally.

**6.14.1.1 Service Availability and Limitations:** Wireless Home Internet Services will not be available in all areas at all times and availability may vary by specific service. Many factors can affect the availability and quality of Wireless Home Internet Services, including, but not limited to, Capacity Limitations and service limitations, such as network capacity, terrain, buildings, foliage, and weather. Unless otherwise specified, Wireless Home Internet Services are delivered via cell sites in AT&T's wireless network. Each cell site can support only a limited number of Wireless Home Internet Service subscribers. These Capacity Limitations may mean that a Wireless Home Internet Service may be identified as available to your location at the time of ordering but may not prove to be available at the time scheduled for installation. Wireless Home Internet Services may also be subject to limits upon availability due to Grandfathering. Where Capacity Limitations or Grandfathering apply, if a Wireless Home Internet service is suspended or terminated at your location for any reason, AT&T cannot guarantee that you will be able subsequently to renew or restore the same or any Wireless Home Internet service at that location.

Unless otherwise specified, Wireless Home Internet Services are not generally compatible with analog services, including, but not limited to, wireless messaging services, alarm and security systems, fax machines, medical alert and monitoring services, credit card machines, IP/PBX Phone systems, or Dial Up Internet.

Wireless Home Internet Services may not be compatible with DVR/Satellite systems; check with your provider. Public IP addresses are generally not used or available through Wireless Home Internet Services. Services like Web hosting, or hosted services, such as cameras, gaming systems, peer-to-peer file sharing, etc., that require a public IP address may not be supported.

**6.14.1.2 Prohibited Network Uses:** As explained in subsection 2.4, AT&T may take any and all reasonable actions necessary to restrict any Prohibited Network Uses or any other violation of AT&T's Acceptable Use Policy, up to and including termination of service.

**6.14.1.3 AT&T's Network Management:** With respect to your Wireless Home Internet Services, you agree that AT&T has the right to do the following:

- AT&T may modify, without advance notice, the permitted and prohibited activities by this Agreement;
- AT&T may engage in any reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the availability of wireless bandwidth and spectrum, including by taking any actions authorized by subsection 7.9.2;
- AT&T will provide you with advance notice of the usage threshold applicable to your data plan, or any changes to the applicable usage threshold either by a bill insert, email, text message or other appropriate means; and
- AT&T may use reasonable methods to monitor and collect customer usage information to better optimize the operation of the network. Details concerning the information that AT&T collects about its customers, and how it uses and protects that information are addressed in the AT&T Privacy Policy (see [att.com/privacy](http://att.com/privacy)).

#### **6.14.2 Fixed Wireless Internet Service**

**6.14.2.1 "Fixed Wireless Internet Service" or "Fixed Wireless Internet"** refers to a wireless high-speed internet access service that offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other internet end points connected directly or indirectly via a fixed wireless connection to the AT&T network.

The terms in this Section 7.14 apply to customers purchasing and/or receiving Fixed Wireless Internet Service and supersede any conflicting terms contained in the rest of these AT&T Internet Service Terms with respect to your Fixed Wireless Internet Service.

**6.14.2.2 Speed:** As set forth on the Speed Tier Page, Fixed Wireless Internet customers should expect to see service capability speeds of 10Mbps or over downstream and 1Mbps upstream. However, due to the variability of wireless networks caused by environmental factors which are beyond AT&T's control, AT&T does not guarantee you any particular speed.

**6.14.2.3 IP Addresses:** Static IP addresses are not used or available as part of the Fixed Wireless Internet Service. Services such as Web hosting, or hosted services such as camera, gaming server, etc. that require static IP address are not supported by Fixed Wireless Internet. See Section 7.14.8 for more information on service limitations.

**6.14.2.4 Service Requirements:** To qualify for Fixed Wireless Internet Service, you must reside in an area where we provide Fixed Wireless Internet service. Fixed Wireless Internet requires an outdoor antenna that is professionally mounted on or near the exterior of your service location. Unless otherwise noted in the terms governing your plan, an eligible Fixed Wireless Internet plan is required.

Customers obtaining internet services under the Connect America Fund (CAF) program may be randomly subjected to performance testing to comply with FCC CAFII certification requirements. Performance testing will be conducted for a duration of four weeks and should have minimal impact on customer's internet access experience. This testing will be conducted by AT&T and should not require any customer intervention.

**6.14.2.5 Changing Service Location:** You may not use the Fixed Wireless Internet Service at any address other than your Service address or move any of the AT&T Equipment to another address while you remain an AT&T Fixed Wireless customer. If you are moving to a new residence at which Fixed Wireless Internet Service is available, and you wish to continue using the Service, you may request that AT&T install the Service and the AT&T Equipment at, and change your Service address to, your new residence, although we may require a contract extension for any such installation and change. If Fixed Wireless Internet Service is not available at your new residence or if we cannot perform installation at such residence for any reason, and if you also have a Term Plan, you will be charged any applicable ETF. If you change your service location but fail to call us at 800.288.2020 to give us prior notice, your Service will not be cancelled, and your Service charges will continue to apply.

**6.14.2.6 Fixed Wireless Equipment:** Depending on your Service address, your Fixed Wireless Internet Service will include some or all of the following AT&T Equipment:

- (1) Outdoor Antenna: The Outdoor Antenna provides an interface to AT&T's network. The Outdoor Antenna and the APS (described below) require electrical power from your service location to operate, which you are responsible for providing. AT&T will install your Outdoor Antenna. Once the Outdoor Antenna has been installed by AT&T, you may not move the Outdoor Antenna to a different location or reposition at your address or any other address while you continue to receive the Service.
- (2) Antenna Power Supply ("APS"): The APS provides power supply and data connectivity for the Outdoor Antenna; your unit has integrated lightning surge protection and two LED Indicators: Power and Outdoor Antenna connectivity. AT&T will install your APS. Once the APS has been installed by AT&T, you may not move the APS to a different location or reposition at your address or any other address while you continue to receive the Service.
- (3) Wi-Fi Gateway ("WG"): The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the internet wirelessly. Smartphones, tablets and laptops are common devices that access the internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Some WGs have an external battery backup while others have an internal battery backup. AT&T will install the WG. Once the WG has been installed by AT&T, you may not move the WG to a different location or reposition at your address or any other address.

You agree that, while you continue to receive the Service, neither you nor a third party will move the AT&T Equipment within your premises or to any other physical location outside of the premises where it was installed by AT&T. AT&T Fixed Wireless Internet Service is not designed to be nomadic and may not function properly if the AT&T Equipment is moved or altered by a non-AT&T employee. If you require the AT&T Equipment to be moved while you continue to receive the Service, you must contact AT&T. Failure to do so may result in a failure of the Service and/or in AT&T's termination of your Service.

**6.14.2.7 Responsibility for and Return of AT&T Equipment:** Upon termination of your Service for any reason, AT&T shall remain the owner of the WG, and you must return the WG, undamaged, within 21 calendar days to AT&T. If the WG is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the WG.

Although the Outdoor Antenna and APS will constitute AT&T Equipment during the term of any Fixed Wireless Internet Service, you will be considered the owner of the Outdoor Antenna and APS for all other purposes and you will not need to return the Outdoor Antenna and APS to AT&T upon termination of your Fixed Wireless Internet Service. Upon termination of your Service for any reason, the Outdoor Antenna and APS will remain where installed at your location and you will be solely responsible for any and all future service, care, maintenance and removal of the Outdoor Antenna and APS. Service, care, maintenance and removal of the Outdoor Antenna and APS should be performed only by an experienced professional; you should not attempt to perform such activities yourself. AT&T shall have no ongoing duty, obligation, or responsibility to perform any service, care, or maintenance on the Outdoor Antenna and/or APS or to uninstall or remove the Outdoor Antenna and/or APS after termination of the Service. AT&T shall have no liability to you or any other person or entity related to or arising out of the Outdoor Antenna and/or APS. You agree to indemnify and hold AT&T and its subsidiaries, affiliates, officers, agents, licensors, employees, sub-contractors, and partners harmless from any claim or demand, made after termination of Service, arising out of or related to the Outdoor Antenna and/or APS, including, but not limited to, claims for personal injury, property damage, wear and tear, or equipment degradation.

**6.14.2.8 Service Availability and Limitations:** In addition to the standard service availability and limitations faced by all Wireless Home Internet Services, Fixed Wireless Internet Service is subject to the following additional service limitations and/or Capacity Limitations:

- use of capacity due to high number of users simultaneously using data intensive applications;
- damage to the Outdoor Antenna or cables;
- rotation of Outdoor Antenna from the optimum bearing;
- blockage of the signal between premise antenna and the cell tower (caused by artificial objects – building, barn, etc.); and
- improper installation or tampering with Outdoor Antenna.

**6.14.3 AT&T Wireless Home Internet Service:** AT&T Wireless Home Internet service uses mobile wireless gateway equipment called an AT&T Wireless Home Internet device ("WI Device") to provide Internet access via the AT&T wireless networks. With AT&T Wireless Home Internet service, the WI Device allows you to connect internet-capable devices via an included Ethernet port and via a Home Wi-Fi network generated from the WI Device. All devices connected to the WI Device will share the same connection to the wireless network.

AT&T Wireless Home Internet service requires that you subscribe to an eligible wireless rate plan, which may include an AT&T PREPAID rate plan. See Section 2 for more information about how AT&T Wireless Service and wireless rate plans work. See Section 3 for more information about how AT&T PREPAID service and rate plans work.

**AT&T Wireless Home Internet Service does not support voice calling. However, a landline phone plugged into the available RJ11 jack on the back of the WI Device may be able to make Emergency 911 calls. 911 calls made via the AT&T Wireless Home Internet Service would be routed based on the wireless network's automatic location technology. You will need to provide your location address to the emergency response center responsible for sending first responders (e.g., police, medical assistance, or fire) to your location. The WI Device has battery backup power and, if charged, will work in the event of a power outage. However, a landline phone connected to the WI Device would require external electric power to operate (e.g., a cordless phone) in the event of a power outage.**

## **6.15 DSL Internet Service**

**6.15.1 "DSL Service" or "DSL Internet Service"** refers to any Internet Service provided through traditional Digital Subscriber Line technology, which may include Services sold under the names AT&T High Speed Internet (including Lite, Ultra, Xtreme, XtremePro, Basic, Express, Pro, and Elite), AT&T High Speed Internet Direct (including Lite, Ultra, Xtreme, XtremePro, Basic, Express, Pro, and Elite), and FastAccess DSL (including Lite, Ultra, Xtreme, and XtremePro). (Note: Internet Services sold under the name AT&T High Speed Internet included both DSL Services and AT&T Wired Internet Services. If you are unsure which applies to your Internet Service, please contact us for more information.)

The terms in this Section 6.15 apply to customers purchasing and/or receiving DSL Internet Service and supersede any conflicting terms contained in the rest of these Internet Service Terms with respect to your DSL Internet Service.

**6.15.2 Termination of Local Wireline Voice Service:** If you change or terminate your AT&T local wireline voice service, we may in our discretion either terminate your DSL Service or continue to provide it at the then-current rates, terms, and conditions. You agree to pay any new or higher monthly fees that may apply to your new DSL Service after termination of the wireline voice service. If AT&T elects to terminate your DSL Service, we reserve the right to charge any applicable early termination fees.

**6.15.3 Capacity Limitations/Grandfathering:** DSL Internet Services are particularly subject to limits upon availability due to Capacity Limitations. Similarly, certain types of AT&T Internet Services are subject to limits upon availability due to Grandfathering. If DSL Internet Services are suspended or terminated at your locations for any reason, AT&T cannot guarantee that you will be able to subsequently renew or restore DSL Internet Service at that location.

**6.15.4 Conversion from DSL Service to AT&T Wired Internet Service:** When AT&T is able to provision AT&T Wired Internet Service at your location, we may, in our discretion, discontinue your DSL Service and make available to you AT&T Wired Internet Service at the then applicable rates, terms, and conditions, which may differ from your previous DSL Service rates, terms, and conditions (including Bundle Discounts). See Section 7.2 for additional terms governing conversion of your Internet Service. In the event that you elect to receive AT&T Wired Internet Service, your new Internet Service may require different AT&T Equipment. When you are selected for conversion, we will provide at least thirty days' notice of the discontinuation or suspension of your Service via email, direct mail, bill page message, or bill insert. Thirty days after such notice, we may at our sole discretion, either disconnect your service or temporarily suspend your service for up to fifteen days.

**6.15.5 Billing:** Credit card billing may not be available for AT&T High Speed Internet Direct.

**6.16 Dial Up Internet:** As of December 2020, AT&T has discontinued the provision of Dial Up Internet service.

**6.17 Access from AT&T**

**6.17.1 "Access from AT&T"** refers to AT&T's program designed to make low cost wireline home internet service exclusively available to Qualifying Households utilizing certain Qualifying Home Internet Services (as those terms are defined below). The terms in this Section 6.17 apply to customers participating in the Access from AT&T program and supersede any conflicting terms contained in the rest of these Internet Service Terms with respect to your participation in the Access from AT&T program.

**6.17.2 Qualifying Households:** Access from AT&T is available only to Qualifying Households. A Qualifying Household refers to any individual or household with:

- (a) at least one resident who participates in a "Qualifying Program," as that term is defined below;
- (b) with an address in AT&T's 21-state wired home internet service area, at which AT&T offers "Qualifying Home Internet Service," as that term is defined below; and
- (c) no outstanding debt for AT&T Internet Service of any kind within the last six (6) months and no outstanding debt incurred under the Access from AT&T program.

AT&T reserves the right, in its sole and absolute discretion, to make changes to the required qualifications for participation in the Access from AT&T program. Changes to program qualification requirements will not impact existing program participants unless we send you specific prior to any change taking effect with respect to your Account.

**6.17.3 Limited Availability:** Access from AT&T is only available to Qualifying Households. If your residence is not a Qualifying Household, you are not eligible for Access from AT&T.

**6.17.4 Qualifying Programs:** Participation in the Access from AT&T program is open to participants in the following "Qualifying Programs":

- (a) the U.S. Supplemental Nutrition Assistance Program (SNAP); and
- (b) the Supplemental Security Income (SSI) program in the State of California (California residents only).

AT&T may, in its sole discretion, expand the scope of "Qualifying Programs" for the Access from AT&T program. Visit [att.com/internet/access/](http://att.com/internet/access/) for more details on additional Qualifying Programs, if any.

**6.17.5 Qualifying Home Internet Services:** Depending upon the facilities at a particular location within AT&T's 21-state wired home internet service area, Access from AT&T can be provided via either DSL Service or AT&T Wired Internet Service. Either DSL Service or AT&T Wired Internet Service will be "Qualifying Home Internet Service" to the extent that it is available for purchase at a particular address. (To check for service availability, visit [att.com/shop/internet/access/index.html#/](http://att.com/shop/internet/access/index.html#/).) Qualifying Households will be provisioned, at AT&T's sole discretion, with the highest Qualifying Speed Tier available based on the facilities at the applicable residence. If Qualifying Home Internet Service is not available for purchase at your address, you will not be able to participate in the Access from AT&T program.

**6.17.6 Qualifying Speed Tier:** "Qualifying Speed Tiers" and prices for the Access from AT&T program are subject to change. **Customers should call 855.220.5211 or visit [att.com/shop/internet/access/#/](http://att.com/shop/internet/access/#/) for current Qualifying Speed Tiers and associated prices.**

Service availability and speed may vary by address. Unless otherwise specified on your CSS, AT&T will assign you the fastest speed tier available where you live, up to 10 Mbps download speed, which shall be at AT&T's sole discretion.

**6.17.7 Qualifying Home Internet Service Terms:** Other terms applicable to your Access for AT&T program will depend on the Qualifying Home Internet Service you receive. In general, you will be subject to all the terms applicable to the Service Type into which your Qualifying Home Internet Service falls. However, you will not be required to:

- (1) make any annual or monthly term commitments;
- (2) provide a deposit in order to initiate installation or activation of the Qualifying Home Internet Service; or
- (3) pay an installation fee associated with the installation of the Qualifying Home Internet Service.

**6.17.8 Equipment for Access from AT&T Customers:** AT&T will make available to you certain equipment for use in connection with your Access from AT&T Service, depending on the Qualifying Home Internet Service you receive. For more information about Equipment, see the relevant terms above for the Qualifying Home Internet Service.

**7. Business Internet Service**

The following additional terms apply to customers purchasing and/or receiving Business Internet Services, including AT&T Business Fiber, AT&T Internet for Business, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Business Edition Direct, FastAccess Business DSL, FastAccess Business DSL Direct, and AT&T Internet for Business On Demand. In the event of a conflict between these terms and terms elsewhere in Sections 1 or 6 of this Agreement, the following terms will apply solely with respect to Business Internet Services.

**7.1. Inside Wire.** In addition to the terms above in Section 6.2.4 (including the disclaimer of warranties), for AT&T Internet for Business (fiber-based only), any determination of whether IW work will be provided by you or AT&T will be made at the time the installation technician is dispatched and surveys the job.

**7.2. Service Guides.** If you are an AT&T FastAccess Business DSL or an AT&T High Speed Internet Business Edition customer, you are also subject to the terms set forth in the service guides for these services, which are incorporated herein by reference and may be found at:

- [http://serviceguidenew.att.com/sg\\_flashPlayerPage/FADSL](http://serviceguidenew.att.com/sg_flashPlayerPage/FADSL) (Fast Access® Business DSL)
- [http://serviceguidenew.att.com/sg\\_flashPlayerPage/HSI](http://serviceguidenew.att.com/sg_flashPlayerPage/HSI) (AT&T High Speed Internet Business Edition)

**7.3. Reimbursement for Time, Materials and Expenses.** If, before the service commencement date, either you cancel an order for or terminates any Business Internet Service or service component (other than as permitted for default by AT&T) or AT&T cancels an order for or terminates any such Service or service

component for cause, you will reimburse AT&T for time, materials, and expenses incurred before the effective date of such cancellation or termination, plus any third-party charges resulting from the cancellation or termination.

**7.4. Arbitration Agreement:** If you are a Business Internet Service customer, all disputes between us will be resolved through binding arbitration as prescribed by Section 1.3, except that (1) the AAA will apply its Commercial Arbitration Rules, as modified by this section and Section 1.3; and (2) AT&T will pay all AAA fees listed in Section 1.3.2.4 for arbitrations you initiate after fully complying with Section 1.3.2.2 only if your claims are valued at \$25,000 or less; and (3) you are eligible for the Alternative Payment and Attorney Premium in arbitrations you initiate after fully complying with Section 1.3.2.2 only if your claims are valued at \$25,000 or less.